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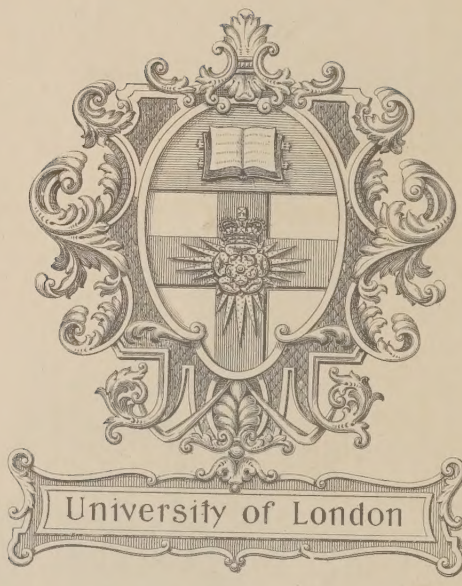

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REPORT

FROM THE

SELECT COMMITTEE

ON

RAILROAD COMMUNICATION;

TOGETHER WITH THE

MINUTES OF EVIDENCE,

APPENDIX, AND INDEX.

Ordered, by The House of Commons, *to be Printed,*
28 *March* 1838.

Lunæ, 27° die Novembris, 1837.

Ordered, THAT a Select Committee be appointed to consider the present State of the Communications by Railroads, so far as it affects the Regularity and Convenience of the Transmission of Letters, and the Post-office in general; to ascertain on what Terms Mails are now conveyed by the Railroads in operation; and what Measures it may be just and expedient to adopt for the purpose of securing to the Public, in future, the benefit of the Conveyance of the Mails by Railroads.

And a Committee was appointed of,—

Mr. Baring.
Mr. Wallace.
Mr. Labouchere.
Lord Viscount Lowther.
Mr. Gillon.
Lord Viscount Sandon.
Mr. Hutton.
Mr. Scholefield.
Mr. Greene.
Lord Seymour.
Mr. Easthope.
Lord Granville Somerset.
Lord Charles Fitzroy.
Sir Robert Ferguson.
Mr. Loch.

Ordered, THAT the Committee have power to send for Persons, Papers, and Records.

Ordered, THAT Five be the Quorum of the Committee.

Mercurii, 28° die Martii, 1838.

Ordered, THAT the Committee have power to report their Opinion, together with the Minutes of Evidence taken before them, to The House.

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REPORT.

THE SELECT COMMITTEE appointed to consider the present State of the Communications by Railroads, so far as it affects the Regularity and Convenience of the Transmission of Letters and the Post Office in general; to ascertain on what Terms Mails are now conveyed by the Railroads in operation; and what Measures it may be just and expedient to adopt for the purpose of securing to the Public, in future, the benefit of the Conveyance of the Mails by Railroads; and who had power to Report their Opinion, together with the Minutes of Evidence taken before them;—— Have considered the Matter to them referred, and agreed to the following RESOLUTIONS:

Resolved,

1. That it appears to this Committee that Companies which are the Proprietors of Railways have it in their power practically to prevent the due transmission of the Correspondence of the Country by the means of the Post-office, as well as to impose upon the Public whatever terms they think fit for its conveyance.

2. That it is expedient that the Legislature should forthwith take steps to ensure the regular and speedy transmission of this Correspondence by means of the Railways which either have been or may hereafter be completed, upon such terms as shall afford to their Proprietors a just and reasonable remuneration under all the circumstances of the case.

3. That although this Committee have been most anxious to discover some general rule by which the Rates of Payment to be made by the Post-office to the Companies for the services required from them shall be determined, yet that they are convinced of the inexpediency of attempting to fix any such rule in the present imperfect state of the Railway Communications of this country, and of the uncertain data which they as yet afford, upon which the necessary calculations can be founded.

4. That this Committee feel the subject to be of such vast importance to the country at large, that they must submit to The House the necessity of the attention of Parliament being constantly directed to it, with the view at the earliest possible period of laying down, by Legislative enactment, some fixed and general principles for the due transmission of the Post-office Correspondence of the country on the Railways.

5. That as the best means of meeting the present difficulties and necessity of the case, this Committee recommends that a Bill should forthwith be submitted to Parliament to compel Railway Companies duly to perform all such services as may be required from them by the Postmaster-general, whether by means of Ordinary or Special Trains; and that if the Post-office and the Companies shall not agree upon the price which is to be paid for its performance, the question of the amount of payment shall be referred to Arbitrators, of which one shall be appointed by each of the contracting parties; and that these two shall name a third, and that their decision shall be final: and that it shall not be lawful for any Company to enact any Bye-law which shall restrain the powers thus conferred upon the Post-office.

6. That it likewise appears to this Committee that it is expedient that a power should be given to the Post-office to run their own engines upon any Railway, with a train containing a limited number of passengers and weight of luggage, if they shall so think fit, without the payment of any Tolls; subject, however, to a payment to be fixed, by arbitration if necessary, for any services and accommodation which may be required from the Company by the Post-office.

28 *March* 1838.

PROCEEDINGS OF THE COMMITTEE.

Mercurii, 29° die Novembris, 1837.

MEMBERS PRESENT.

Sir R. Ferguson.	Mr. Easthope.
Mr. Greene.	Lord Lowther.
Mr. Gillon.	Mr. Wallace.
Mr. Hutton.	Lord Seymour.
Lord Sandon.	Mr. Labouchere.

Martis, 20° die Martii, 1838.

MEMBERS PRESENT.

Mr. Greene.	Mr. F. Baring.
Lord Charles Fitzroy.	Mr. Loch.
Mr. Wallace.	Lord Sandon.
Mr. Hutton.	Mr. Gillon.
Mr. Easthope.	

The Right Hon. H. LABOUCHERE IN THE CHAIR.

Martis, 27° die Martii, 1838.

MEMBERS PRESENT.

Mr. Greene.	Sir Robert Ferguson.
Lord Charles Fitzroy.	Lord Seymour.
Mr. Easthope.	Mr. Loch.
Mr. Gillon.	Mr. Hutton.
Mr. Wallace.	Mr. Baring.

The Right Hon. H. LABOUCHERE IN THE CHAIR.

Motion made (by Mr. *Wallace*), and Question put,

THAT it is the opinion of this Committee, that Railway Companies have obtained Acts of Parliament to take forcibly the lands, houses, pleasure-grounds, and ornamental properties of private persons, solely on the ground of Public Utility.

That, in return for the forcible taking away and violation of private rights, in addition to those already invaded by common roads, Railway Companies held out cheap, expeditious, and easy travelling.

That sanctioning the investment of private capital for obtaining public convenience and commercial prosperity by injuring and taking away private property, *nolens volens*, was based on the declared principle of conferring great benefits on the public, accompanied by moderate profits only to the adventuring parties.

That by the oldest Statutes establishing the conveyance of letters sent by post, the principle is clearly laid down that the mails shall pass toll-free, which has been generally extended to passenger mail-coaches, and is now the law of England.

That this practice all over England accords with the law.

That the exceptions in Ireland are comparatively few, apply to passenger carriages only, and have arisen out of particular circumstances, and local Acts of the Irish Parliament.

That in Scotland mail-carriages without passengers, and horse-posts, invariably pass toll-free, although some mail-coaches pay toll.

That Railways made of iron, like turnpike-roads made of stone, have been constructed at the expense of individuals or communities, and have obtained their rights subject to their being held as public property, and had the privilege of levying tolls conferred by Act of Parliament, precisely similar to Acts for roads of stone or wood.

That mails of all kinds should have a right to pass toll-free on all roads, whether laid with stone, wood, or iron, with or without passengers, to the same extent and in the same manner as is presently recognised by law and usage in England, Scotland, and Ireland, on common roads.

That bestowing exclusive and unnecessary privileges, or sanctioning exorbitant profits to Railway Companies, who have been permitted forcibly to take away the rights, privileges, and property of others, as well as to injure or destroy vested rights without compensation, such as road trusts, inns, coaching establishments, and other vested rights and property, which have been reduced in value, if not destroyed by the introduction of Railways, is unconstitutional, unjust, and should be prevented.

That there are Twenty-two Railway Bills now before Parliament, the contents and progress of which should be anxiously watched over, in order to secure for the People all the advantages which this mode of conveyance would place within their reach if properly guarded by Parliament.

That no Railway Company should have the power of making Bye-laws to affect public interests, or to curtail or take away rights or privileges enjoyed on other public roads, unless subsequently sanctioned by Parliament.

That laws should be enacted to provide against Railway Companies exercising exclusive rights prejudicial to the service of the Post-office or the Public, or exacting extravagant profits unsanctioned by the evidence adduced when seeking Parliamentary interference.

Ayes, 2.	Noes, 8.
Mr. Wallace.	Mr. Baring.
Mr. Gillon.	Lord C. Fitzroy.
	Mr. Greene.
	Mr. Loch.
	Sir Robert Ferguson.
	Lord Seymour.
	Mr. Easthope.
	Mr. Hutton.

Motion made (by the *Chairman*), and Question put,

1. That it is the opinion of this Committee, that it appears to this Committee that Companies which are the Proprietors of Railways have it in their power practically to prevent the due transmission of the Correspondence of the Country by the means of the Post-office, as well as to impose upon the Public whatever terms they think fit for its conveyance.

Ayes, 9.	Noes, 1.
Mr. Baring.	Mr. Easthope.
Lord C. Fitzroy.	
Mr. Greene.	
Mr. Loch.	
Sir Robert Ferguson.	
Lord Seymour.	
Mr. Hutton.	
Mr. Gillon.	
Mr. Wallace.	

Motion made (by the *Chairman*), and

2. *Resolved*, That it is the opinion of this Committee, that it is expedient that the Legislature should forthwith take steps to ensure the regular and speedy transmission of this Correspondence by means of the Railways which either have been or may hereafter be completed, upon such terms as shall afford to their Proprietors a just and reasonable remuneration under all the circumstances of the case.

Motion

Motion made (by the *Chairman*), and

3. *Resolved,* That it is the opinion of this Committee, that although this Committee have been most anxious to discover some general rule by which the Rates of Payment to be made by the Post-office to the Companies for the services required from them shall be determined, yet that they are convinced of the inexpediency of attempting to fix any such rule in the present imperfect state of the Railway Communications of this country, and of the uncertain data which they as yet afford, upon which the necessary calculations can be founded.

Motion made (by Mr. *Greene*), and

4. *Resolved,* That this Committee feel the subject to be of such vast importance to the country at large, that they must submit to the House the necessity of the attention of Parliament being constantly directed to it, with the view at the earliest possible period of laying down by legislative enactment some fixed and general principles for the due transmission of the Post-office Correspondence of the country on the Railways.

Motion made (by the *Chairman*), and Question proposed,

5. That it is the opinion of this Committee, that as the best means of meeting the present difficulties and necessity of the case, this Committee recommends that a Bill should be forthwith submitted to Parliament to compel Railway Companies duly to perform all such services as may be required from them by the Postmaster-general, whether by means of Ordinary or Special Trains; and that if the Post-office and the Companies shall not agree upon the price which is to be paid for its performance, the question of the amount of payment shall be referred to Arbitrators, of which one shall be appointed by each of the contracting parties; and that these two shall name a third, and that their decision shall be final; and that it shall not be lawful for any Company to enact any Bye-law which shall restrain the powers thus conferred upon the Post-office.

Amendment proposed (by Mr. *Easthope*), after "performance," to insert "or in respect to the time of such performance."

Question put, That those words be there inserted:

Ayes, 1.	Noes, 9.
Mr. Easthope.	Mr. Baring.
	Lord Charles Fitzroy.
	Mr. Greene.
	Mr. Loch.
	Sir Robert Ferguson.
	Lord Seymour.
	Mr. Hutton.
	Mr. Gillon.
	Mr. Wallace.

Another amendment proposed (by Mr. *Gillon*), at the end of the motion to add, "or shall in any way whatever interfere with the public convenience."

Question put, That those words be there added:

Ayes, 1.	Noes, 9.
Mr. Gillon.	Mr. Baring.
	Lord Charles Fitzroy.
	Mr. Greene.
	Mr. Loch.
	Sir Robert Ferguson.
	Lord Seymour.
	Mr. Easthope.
	Mr. Hutton.
	Mr. Wallace.

Resolved, That it is the opinion of this Committee, that as the best means of meeting the present difficulties and necessity of the case, this Committee recommends that a Bill should be forthwith submitted to Parliament to compel Railway Companies duly to perform all such services as may be required from them by the Postmaster-general, whether by means of Ordinary or Special Trains; and that if the Post-office and the Companies shall not agree upon the price which is to be paid for its performance, the question of the amount of payment shall be referred to Arbitrators, of which one shall be appointed by each of the contracting parties; and that these two shall name a third, and that their decision shall be final; and that it shall not be lawful for any Company to enact any Bye-law which shall restrain the powers thus conferred upon the Post-office.

Motion made (by the *Chairman*), and Question put,

6. That it likewise appears to this Committee, that it is expedient that a power should be given to the Post-office to run their own Engines upon any Railway, with a Train containing a limited number of passengers and weight of luggage, if they shall so think fit, without the payment of any Tolls, subject however to a payment to be fixed by arbitration, if necessary, for any services and accommodation which may be required from the Company by the Post-office.

Amendment proposed (by Mr. *Baring*), at the end of the motion to add, "as well as the actual expense incurred by the Company for the use of the Post-office."

Amendment withdrawn.

Question put,

6. That it likewise appears to this Committee, that it is expedient that a power should be given to the Post-office to run their own Engines upon any Railway, with a Train containing a limited number of passengers and weight of luggage, if they shall so think fit, without the payment of any Tolls, subject however to a payment to be fixed by arbitration, if necessary, for any services and accommodation which may be required from the Company by the Post-office.

Ayes, 6.	Noes, 3.
Mr. Baring.	Lord Charles Fitzroy.
Mr. Loch.	Mr. Greene.
Lord Seymour.	Mr. Easthope.
Mr. Hutton.	
Mr. Gillon.	
Mr. Wallace.	

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MINUTES OF EVIDENCE.

Lunæ, 4° die Decembris, 1837.

MEMBERS PRESENT.

Sir Robert Ferguson.	Mr. Loch.
Lord Charles Fitzroy.	Viscount Lowther.
Mr. Gillon.	Lord Sandon.
Mr. Greene.	Mr. Scholefield.
Mr. Hutton.	Lord Granville Somerset.
Mr. H. Labouchere.	Mr. Wallace.

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

Lieutenant-Colonel *Maberly*, called in; and Examined.

Lieut.-Colonel *Maberly.*

4 December 1837.

1. *Chairman.*] IN your situation of Secretary to the Post-office, has the present system upon which the Post-office communications by means of the railroads is conducted come under your observation?—Yes; we have been placed in unparalleled difficulties, owing to the new system of conveyance by railroads which has sprung up.

2. Have the goodness to state in what those difficulties principally consist?—In point of fact it is a total revolution to the existing Post-office system. The railroads, as at present constituted, have an entire monopoly, as against the Post-office; while the mail-coaches, in most instances unable, as they advance towards completion, to sustain the competition, and eventually unable to sustain the competition at all, though they do partially now, must fail us, leaving us entirely at the mercy of the railroad companies, which seem inclined to exact just what terms they please.

3. Are the Committee to understand that you already find a great difficulty in contracting for the conveyance of the mails by means of mail-coaches along the lines of road that run parallel to the railroads?—It is almost impossible. Three days ago Mr. Horne, the contractor for the Chester mail, came to give me notice that he could no longer continue it. The Bristol and Liverpool mail, which we thought would drop when the railroad originally opened, was continued for a short time, but the contractors, a short time ago, gave me notice they could not continue that. Between Shrewsbury and Liverpool, the surveyor was ordered to put on rides, but before those rides were completed we made an engagement with another party to continue this mail on from Shrewsbury to Liverpool, and the consequence is, that this, for a short time longer, will be continued. But to give the Committee an idea of the difficulties in which we were placed, I may just say, that by the opening of this Birmingham and Liverpool Railroad, we calculated that we should lose seven mails altogether, from the inability of the contractors to continue them. The Committee are aware that the mails are carried so cheaply at present only in consequence of passengers remunerating the contractors; when that remuneration from passengers ceases, as it must do, as everybody prefers the railroad, when opened, as a more speedy and economical conveyance, then there will be no means of carrying the mail, except by the railroad itself. Of those seven mails which we expected to lose, we have been able to maintain two, namely, the Chester, for a time, but which will drop instantly, and the Bristol and Liverpool, which must shortly drop; but the other five we have lost; they cannot continue, to the great inconvenience of the whole of the districts through which they passed.

4. Lord *Granville Somerset.*] Have the goodness to state the mails which have dropped?—The mails we calculated on losing were seven; first, the Bristol and Liverpool; the next was the London and Liverpool; the next was the Birmingham and Liverpool; the next was the Birmingham and Manchester; the next the Knutsford and Manchester; the next the London and Manchester, that is to say,

Lieut.-Colonel *Maberly.*

4 December 1837.

the continuation of it from Derby to Manchester, and which perhaps has caused more inconvenience and more complaint through the country than any other mail which has been discontinued; but of those seven we have, as I have said, managed for a time to continue on two.

5. Viscount *Lowther.*] You mentioned the Derby and Manchester mail and the London and Manchester mail; did not the Manchester mail go through Derby?—The London and Manchester mail went through Derby before, and goes through Derby now; but before it was continued on by Leek and Macclesfield to Manchester. When the railroad was opened, the contractors said it would be impossible to maintain that line, and therefore they must throw the traffic into the line by Bakewell and Buxton, upon which a coach ran previously; but they said they could not maintain the Leek and Macclesfield. We had representations from Leek and Macclesfield, and several of the towns in that neighbourhood. I suppose we have had 20 or 30 petitions and memorials to the Postmaster-general or the Treasury to report on. In short, nothing was ever more strongly pressed upon the Post-office than the establishment of that Derby and Manchester mail through Leek and Macclesfield; but on advertising we could get no contractor, and no persons would undertake it at less than 2*s.* a mile, which was far beyond our limit, and we have consequently reported to the Treasury that we could not undertake it.

6. *Chairman.*] What do you understand to be your limit at present?—What we have understood to be our limit is 10*l.* per mile per year; that is the price at which, on the average, we consider our riding work to be performed, and we do not think ourselves justified, without the sanction of the Treasury, in accepting a higher price for mails than we can convey the bags at by horses and men, or by horses and carts. £. 10 per mile per year is about 6½*d.* or 7*d.* a mile.

7. Viscount *Lowther.*] What is the substitute you have adopted for the mail by Macclesfield and Leek?—It will be seen that the whole system is changed, and, of course, with the very greatest inconvenience to the surrounding country. Instead of lines from the Metropolis to those different towns, and passing through those different towns, lines of communication not only with the towns at a distance from the Metropolis, but also affording the internal communication with the several towns themselves on the line, we have been forced to throw everything into the grand trunk of the Manchester and Birmingham Railroad, on which we have taken a great number of communications a day, consequently the communication between those towns is by lateral lines off from the main trunk of the railroad, instead of by lengthened lines as before from the Metropolis.

8. Instead of mail-coach, you have adopted riding work from the nearest point?—Riding work or coach, as it happens; frequently a stage-coach.

9. Do those stage-coaches pay toll?—Two or three months before the railroad was about to be opened, we felt it would be absolutely necessary we should have power in England to employ stage-coaches, and that at the same time they should pay toll, for we felt it a very great hardship on the trustees of roads, if we were about to employ stage-coaches very generally, which we felt we must do for the purpose of lateral communications from the railroads, that they should be deprived of the tolls from the coaches which now traverse them in every direction, and from which, if the tolls were taken off, they would derive no benefit at all; but still, as the mails now pay no toll, we did not feel at liberty to make any arrangement with the stage-coaches without getting a Treasury Order that they should pay toll. We should no doubt have made better terms if they paid no toll.

10. It is imperative by the Act, that where coaches carry letters by the authority of the Post-office, they shall pay no tolls?—So it is; but it is very hard upon the trustees that if they carry letters they should be relieved from the tolls they have been used to pay, without which the roads must suffer. The other day I received a letter, the result of which I do not know at present; we had contracted with the proprietors of a coach to convey letters from Bath, I think, to Devizes; the contract was for 10*l.* a year; I have received a letter from a clerk of the trustees complaining that they have refused to pay toll; the understanding of the surveyor when he made the contract was, that they should pay toll, and I have written a letter to him with directions to settle it.

11. Mr. *Wallace.*] Are the Committee to understand, that the stage-coaches which carry letters are all exempted from paying toll, or that some pay toll and some do not?—In England, by law, any coach carrying letters is exempt from paying toll; in Scotland and in Ireland that is not the case. In England they

are exempt, except where we insert a provision that they shall pay toll as before, which we have done in many instances; in fact, the system of stage-coaches, I believe, was attempted many years ago by the Post-office; but there were such general remonstrances from the trustees of tolls, that the roads would be ruined by its being done, that there was a direction by the Treasury to the Post-office to discontinue the use of those coaches.

12. *Chairman.*] You stated that the Post-office had great difficulty in making suitable arrangements with the proprietors of the different railroads; has that difficulty arisen mainly from the advance of the price demanded of the Post-office, or from the unwillingness of the railroad companies to make suitable arrangements with regard to them?—I should say from both reasons.

13. Lord *Charles Fitzroy.*] Was it invariably that the contractors for the mail-coaches gave up their contracts, or did the Post-office give them notice that on such and such a day their services would be no longer required?—They came to us three or four months before the railroad was opened, and gave us notice, as far as my recollection goes, in most instances; they represented the situation in which they would be placed on the opening of the railroad, and that they must give us notice; and we said, "We feel your situation." (I am speaking of what Lord Lichfield did.) "Our interests are the same; we feel you no longer can carry the mails when the railroad opens, because you will get no passengers, and the consequence is you will cease to carry the mails, unless we pay you an exorbitant price;" perhaps five or six times more than we now pay them; "we will, therefore, allow you to have a running contract, each party having the power of giving notice at the end of two months;" and in that way the thing has been arranged, with the exception of some contracts then settled, which were made for six months certain, to determine after that period at two months' notice; but we made the whole arrangement for as short a time as we could, feeling that there was no difference between us in point of interest.

14. The arrangement with the mail-coach contractor was independently of any communication of the railroad company?—We could have no communication with them till they were able to open; that was about the beginning of May; the line was partially opened, and Mr. Louis and myself went down, and went over the whole of the road, with the exception of about 15 miles; we found it in such a state of completion that we agreed it was safe to commence operations, and that in all probability the time the company had fixed, the 6th of July, would be kept; but it was only on inspection by ourselves that we came to that conclusion.

15. *Chairman.*] In the cases you have mentioned, have you entered into any agreement with the company for the conveyance of the post?—We now employ four railroads, the Dublin and Kingston, the Manchester and Liverpool, the Grand Junction, and the Greenwich.

16. Have you succeeded in making arrangements in the case of all the railroads you have described?—We have made arrangements.

17. Do you consider them satisfactory arrangements?—I do not; I consider that we are nearly in the power of the railroad companies.

18. Do you consider that you are paying extravagant prices for the services performed?—I think so in some cases.

19. What are those prices?—On the Grand Junction at present we are paying a penny per mile for the guard, and three-eighths of a penny per mile per cwt.; the company calculate this at the rate of 24*s.* per single trip for the conveyance of the mail from Liverpool to Manchester. We have eight trips a day, four each way, and it comes on an average to 24*s.* a trip, on their calculation; my own impression is, that it does not amount to so much; I should say not above 1*l.* a trip at the outside, including sealed bags and all; it varies according to the weight carried.

20. This is for the whole line?—This is for the conveyance of the mail from Birmingham to Liverpool and Manchester. Our calculation for that line is about 3,000*l.* a year; the railroad has not been used above four or five months, but I think the last account I called for shows it amounted to about that sum.

21. Do you consider that an unreasonable sum?—No, I do not.

22. Viscount *Lowther.*] What mails do you convey for that?—I can scarcely state that; the bags are so mixed, it is impossible to say; but the weight carried

Lieut.-Colonel *Maberly.*

4 December 1837.

from London by the Birmingham mails to Birmingham is about 14 cwt. The whole weight carried on the railroad, on those eight trips, between Birmingham and Liverpool and Manchester, respectively, is about 29 cwt. a day, divided over those trips: but the London mail, which is, of course, the London mail from Birmingham, because the Birmingham mail itself does not go by the railroad, is composed chiefly of the Liverpool bag, the Manchester bag, the intermediate towns on the railway between Birmingham and Warrington, and then of the towns north, Carlisle, Glasgow, and Edinburgh, and a part of the Irish bag, part going by Holyhead.

23. There were five mails discontinued in consequence?—Yes.

24. The probability is, therefore, that the letters carried by those five mails are very much the correspondence that goes by railroad?—Yes, I think so; very much, with the exception of the Scotch correspondence, which now goes principally by the railroad.

25. What saving did the Post-office make by this alteration in the mode of communication?—My impression was, stating it roughly, that we performed about double the work at the railway price, above what we could have done if we had continued the existing mails, so that it was about half the expense at which we should have carried that weight if we had employed mail-coaches instead of railroads; that we must have had so many more mail-coaches in order to carry the weight, to get over the ground with the same speed: that if we had performed the same number of miles by mail-coaches, as we traversed by railroads, we must have paid double the sum we paid for the existing mail-coaches. I wish, however, to guard myself in this first point, as what I have stated is only an impression derived from a rough calculation, made some time ago, when it was supposed that the weight carried would be much greater.

26. Are the Committee to understand, that the amount of letters and other post-office communications has been much greater since the new mode of transmission than heretofore?—The number of letters has certainly been greater, and the number of newspapers.

27. In a great degree, or only trifling?—There has been a great deal of increase, but to what extent I cannot say.

28. Could the Post-office make out that account?—It would be perfectly impossible. I had an account made out of the amount of letters received from Manchester and Liverpool for a certain period this year, over and above what were received by those mails last year, and I think the difference was about 2,000 a year more.

29. When you say that the Post-office has gained about one half by this new mode of communication, do you mean to include all the extra charges and collateral communications to which you have been put?—No; I confine myself to the mere mileage. I wish to be very guarded in this statement, as what I have here given is rather an impression than the result of any accurate calculation; I went into it very roughly.

30. Have you the means of making accurate calculations on this point?—The only way in which the calculation could be made is this: taking the number of miles we now go and the number of miles we formerly travelled, and then seeing how many mail-coaches we should require to carry the weight we now carry on the railroad, and the number of mail-coaches we should have required formerly to carry the same weight.

31. To what increased expense, if any, have you been subjected by using the railroad instead of mail-coaches?—I think the calculation is, that it costs us about 18,000 *l.* a year more; but then it must be recollected that we have given immense accommodation to the country, and therefore it is not a fair comparison as contrasted with the old expenditure.

32. *Chairman.*] Do you speak of the Grand Junction Railway only, or taking into consideration others?—The Grand Junction Railway only, without reference to others, considering the Grand Junction which avails itself of the Manchester and Liverpool as one railroad.

33. Mr. *Hutton.*] Should you consider that that expense would be likely to be a permanent expense, or that it is probably a temporary expense, greater than it would otherwise be, owing to the commencement of lines which would naturally connect themselves with the railway?—I do not think we can calculate on saving any considerable sum, or in fact any sum.

34. *Chairman.*]

34. *Chairman.*] You do not complain of the price at present charged by the Grand Junction Railway?—Not at all.

35. Have you any security against that price being much raised?—I have now before me the conditions which they propose to enter into for the conveyance of the mails. They would not enter into a contract at all, and have now given us notice that the present agreement must cease on the 5th of February next, and that after the 5th of February next the Manchester and Liverpool Railway would enforce their bye-law against travelling on Sunday between the hours of 10 and 4; from Mr. Moss's letter I think it is most probable that the Grand Junction contemplate some regulation similar to this on the part of their own company.

36. Do you know on what terms the Grand Junction Railway Company are willing to contract for any length of time for the conveyance of letters?—I have the terms here, and I think I can shortly state them to the Committee. They have submitted four propositions to us. The first is, that they shall convey the mails, by special trains, under very strong penal restrictions, at 10 *l.* a trip; the second, that they shall convey them by ordinary trains, that is, trains running at the ordinary times for passengers, but still under very strong penal restrictions, at 5 *l.* a trip; thirdly, a proposition that they shall convey them by trains under restrictions, but not so penal as those before mentioned, at 48 *s.* a trip; and lastly, by ordinary trains under no restrictions at all, but entirely at the will and pleasure of the company, at the present price, which I have stated before I calculate at about 20 *s.* a trip.

37. Lord *Granville Somerset.*] Have the goodness to explain what is intended by a trip?—One journey from Birmingham to Liverpool, or to Manchester.

38. One journey of what?—The guard and the mails.

39. The mails of any weight whatsoever?—I conceive of any weight whatsoever. I should state, that on the first proposition they are to give us a carriage which may fill any platform that can be carried on four wheels; on the second proposition, they would give us half a carriage, which would be equivalent to the space occupied by nine passengers; on the third, they would merely give us space for the guard and the bags. Those generally are the conditions which they ask; and what I have recommended the Postmaster-general to adopt is two special trains, as they will not run any night trains except special trains, (therefore the Post-office requiring eventually, when the London and Birmingham Railway is partially opened, two night trains, we must have two special trains to convey the London correspondence to and from London,) and that we should have the other six trains at the present price paid to the Grand Junction, which, as I have stated, is about, on an average, 20 *s.* a trip, taking the whole expense per day. Should the Postmaster-general and the Treasury adopt my proposition, the expense will be 26 *l.*, it being at present about 8 *l.* per day.

40. *Chairman.*] Do you consider that those terms would be extravagant and unreasonable?—I consider them extravagant in two or three points. I am not prepared to say what the price of a special train should be. I take it, it is perfectly at the option of the company, and it must be left to the company to determine at what times it is profitable for them to run their trains for the conveyance of passengers, and it would be a very arbitrary act of the Legislature to say they shall convey the mails and guards at a certain loss to themselves. If, therefore, they find that it is not profitable to run their trains at night, I think they have a perfect right to say they will not run them, and that if the Post-office require the trains to run at times which will not suit their convenience and will not pay them, those trains should be special, and should be paid for at a much higher price than those on other occasions.

41. Mr. *Gillon.*] In those special trains, is it understood the company are to convey any passengers?—The company of course are to convey what they please; I cannot take upon me to say whether the terms for those terms are high or not, inasmuch as I do not know the expense to the company of dispatching a train without passengers, and, consequently, for mail purposes only, between Birmingham and Liverpool and Manchester. They fix their price at 20 *l.* supposing they may have no passengers, but they propose to charge us 10 *l.* even if they have passengers. As it may be impossible to get passengers at night, perhaps these terms may not on the whole be unreasonable; but there were two or three points in the conditions which made me think this was a most unreasonable demand; one point especially, in the negotiation between Mr. Louis and the Company,

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consisted of this, that the grand dispatch, even if it did not go by a night train, but went by a day train, at which time they would have sufficient passengers to remunerate them, should be considered as conveyed by a special train; that the grand London dispatch should be always considered to be conveyed by a special train, even though it was carried at hours profitable to the company, and should still be charged 10 *l.* a trip.

42. At what time of the day would the London dispatch be carried?—The reason I say the conditions were exorbitant is this: notwithstanding they know, or at least ought to know, that after the London and Birmingham Railway is opened, the grand dispatch must always be carried by a night train, still they have inserted in their conditions, that the grand dispatch, by which I take it they mean the heaviest dispatch, even if it is not carried by a night train, and even, therefore, if it does not put them to the expense of a special train, shall be always paid for at the rate of 10 *l.* a trip.

43. As you have stated that the grand dispatch must necessarily go by a night train, what do you conceive their object can be in putting in this condition with regard to the grand dispatch; what can be meant by the grand dispatch?—By the grand dispatch, I read in their condition, the heaviest dispatch, that I conceive must always be the night dispatch from London, on account of the newspapers.

44. Then it would appear to be a dead letter?—Then why insist upon it so strenuously when opposed? Mr. Moss would not give it up, though Mr. Louis told him it would be considered a most exorbitant demand.

45. What practical effect do you consider to result from that condition?—They may consider that, at some time, the morning dispatch, carrying the London newspapers, may be the greatest dispatch, in which case, though carried by a day train, it would be paid for at a high rate; though it may be very profitable to them under that condition, they would still be entitled to that high price for a special train; but for that hope on their part, I do not see the object of it, nor do I know the reason they so struggle for this point.

46. On the adoption of any system of morning mails out of London, this clause might come into effect?—It might; but we contemplate four dispatches a day both ways by the London and Birmingham Railway. Another thing which made me think they were inclined to be exorbitant, and that they asked too high a price, was this, that when they stated it was absolutely necessary they should have 10 *l.* a train for special trains, it was pointed out to them, that if passengers went by those special trains in the same way as they do by the night mails, it might very possibly occur, that instead of those special trains being expensive, they would become remunerating, and that it was only fair, that in case of those trains carrying a great number of passengers, that an account should be kept, and the Post-office should be relieved from this heavy expense of 10 *l.* a train, by such a sum as would still leave them a fair remuneration for the expense of those trains; to this they objected altogether, and they insisted upon being paid 10 *l.* a train whether they carried passengers or not.

47. Mr. *Wallace.*] Have the goodness to state what reason you had for preferring No. 1 at 10 *l.* a train for the public service, to No. 2 at 5 *l.* a train?—The honourable Member will see, that any *special* train is to be charged 10 *l.* a train, the company having said that they would start no trains at night except special trains; and the London dispatch being always within those hours during which they run special trains alone, unless the hour of the dispatch from London was altered from eight o'clock in the evening to an earlier hour, and the hour of receipt in London was altered from half-past six in the morning to a later hour, it would be impossible to carry the letters except by special trains, no others running at the requisite period.

48. The Committee are to understand that there is but one price for a special train?—Just so.

49. Lord *C. Fitzroy.*] The clause you objected to, which the railway company introduced, could have reference only to the time until the whole of the railroad from Birmingham to London is opened?—It becomes inoperative in our minds when the whole is opened. It seems to us it would then be wholly inoperative, but we think there must be some motive for so strongly pressing it.

50. Mr. *Loch.*] It would not be inoperative after your four dispatches from London were perfected, would it?—Yes; for maintaining the London hours as at the

the present time, our opinion is, that the great dispatches must always be after those hours for which they have fixed the day trains.

51. The other three dispatches you would not send by special trains?—The others would be very trifling in comparison in point of weight.

52. *Chairman.*] For what length of time was it proposed to enter into this contract?—The contract is now in embryo; the Postmaster-general and the Treasury will have to decide whether they shall enter into it. It is proposed for a year.

53. Do you consider it necessary for Post-office purposes that there should be trains upon the railways on Sundays?—If we do not have them as at present, the consequence would be, that the Saturday mail would be delayed arriving in Liverpool two or three hours; and the Sunday mail, which brings in the Monday's letters, would not arrive till two or three hours after the present time; and this further consequence might arise, that if the Manchester and Liverpool give notice that they will not carry passengers on the Sunday, the Grand Junction, in self-defence, also may be obliged, inasmuch as the Manchester and Liverpool line is a feeder to the Grand Junction, to discontinue running trains on the whole of its line between Warrington and Birmingham.

54. Would the additional expense be very great if the proprietors of railways were obliged to convey letters without passengers on Sundays?—I do not believe it is a question of expense; it is entirely a question of religious feeling. I take it that the object is to prevent their own people working on Sundays, their enginemen and the persons who clear the rails.

55. Lord *Sandon.*] The number of persons employed would be much fewer, if it were confined to the conveyance of letters, would it not?—It might or might not; but supposing there must be a man per mile to see that the railroad is clear, there could not be fewer on a Sunday. The enginemen must also be the same, I should imagine, on Sunday as upon another day.

56. *Chairman.*] Are any mails at present conveyed on the railroads on Sundays?—Yes; the Manchester and Liverpool gave the Grand Junction notice that they intended to enforce their bye-law; the Grand Junction represented the circumstance to us; it was discussed; and Lord Lichfield was decidedly of opinion, as I was also, that it was necessary to make a stand against the conditions attempted to be imposed upon us; and the consequence was, that we told the Manchester and Liverpool, through the Grand Junction, that it would be a serious inconvenience to the Post-office; that they were at liberty to take what step they pleased, but that we would not consent to it. They took no step; and at this moment the matter stands in this way, that the Grand Junction have given us notice that on the 5th of February next, their present agreement with us ceases; and, according to the conditions I have just read, that they must enforce the bye-law of the Liverpool and Manchester Company after the 5th of February.

57. In the mean time, however, the mails are conveyed on the Sunday on the railway?—Yes.

58. Are passengers conveyed in the carriages?—I cannot say.

59. Lord *Granville Somerset.*] How many times are they conveyed on the Sunday?—I cannot state exactly the times; we cared very little about the intermediate communication, the difficulty was with respect to the London mail, backwards and forwards; the hours they fixed were between ten and four; the London mail gets, according to our time-bill, into Liverpool at half-past 11, and returns to Warrington about half-past two daily. It would be intercepted in its passage between Liverpool, Manchester and Warrington at those hours, and we must put on stage-coaches, which could ill supply the wants of the Post-office at those places, to fill up the blank between Liverpool, Manchester and Warrington respectively.

60. Are the Committee to understand, that you apprehend that serious inconvenience would be created to the Post-office communications and the country, if the railways were shut up on Sundays?—When the whole line of railway from London to Liverpool is completed, as far as Liverpool and London are concerned, the notice will become inoperative, all the letters getting in before the time to which the prohibition extends; but it is impossible to say whether it would not affect other dispatches to an extraordinary degree; there are other mails besides the London mails, mails between Ireland and Hull, cross mails between Ireland and Liverpool and Liverpool and Hull, the western and eastern coasts, and the western mails from Falmouth and Bristol, which may require to be transmitted in the day;

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of course all the letters passing between the different towns would be stopped. The Scotch communication again, in fact along all long lines it is dangerous to admit the principle; we consequently resisted it *in limine*, feeling it impossible to accede to it generally; we felt it, therefore, necessary to resist this unheard-of proposal.

61. Could not this be met, to a certain degree, by mail-coaches and guards?—It would be quite impossible. How can we fit in conveyances, which go at the rate of 10 miles an hour, with conveyances calculated at 20 miles?

62. Mr. *Wallace.*] That stoppage taking place on one day in the week, if you had to send a mail-coach to do the work that day, which is done in another way the other six days, would not that effectually put a stop to the regularity of the Post-office communications?—I can scarcely calculate the effect of it.

63. Lord *Lowther.*] Assuming an accident to arise between London and Birmingham, and that the mail arrives three or four hours later at Birmingham, so as to overstep the hour, that would preclude the mails being conveyed?—Certainly. The Saturday night's mail is due at Liverpool and Manchester at half-past 11 on the Sunday. If that mail were to stop at Warrington, and were taken by stage-coaches, in all probability two hours would be lost before persons could get their letters. The mail from Liverpool and Manchester starts at half-past two. The coach would take a much longer time in coming to Warrington from Manchester than the train on the railroad; consequently all that time would be lost, and the mail would arrive so much later in London on the Monday morning.

64. Lord *Sandon.*] Unless it left Liverpool at an earlier hour?—Then that would restrict the accommodation which the merchants have of putting in their letters at Liverpool till half-past two.

65. Mr. *Wallace.*] Would not such a step as that disarrange all the arrangements of the Post-office to a great distance; in Scotland and Ireland, for instance?—I think it would disarrange all the arrangements of the Post-office.

66. Mr. *Hutton.*] Do you know whether there is such a bye-law affecting the Grand Junction Line?—I am not aware.

67. Mr. *Gillon.*] Do not you think it is proper for Parliament to provide for the carrying the mails on Sundays, inasmuch as the railway communication will be probably extended to Carlisle and to Scotland; and, of course, if the trains were stopped on the Sunday, there would be a complete stoppage to the train of communication?—If the railroad is ever carried much further than Manchester, the Scotch would lose two mails in a week instead of one; and of course that would affect them considerably.

68. *Chairman.*] Suppose the Post-office should think fit not to accede to the terms proposed to them by the Grand Junction Railway Company, what means have they of providing for the service of the country?—I fear we have none, except posting.

69. That could be done only at an immense expense, owing to all the passengers naturally preferring the railway to the coaches?—It would come to 4*s.* a mile; we must take post-horses; but when the railways are established, there will be no post-horses in many places.

70. Lord *Granville Somerset.*] Are you aware what charges the Grand Junction Company make for passengers and for goods now?—I am not.

71. Do you know what they are allowed to charge by the Act?—I think the Act allows them to take 3*d.* a mile for the passengers; 2*d.* is the sum they charge.

72. Do not you always consider, with regard to contracts for mail-coaches, what are their means of support besides what the Post-office have agreed to give?—We can tell pretty well.

73. Do not you, from your knowledge of horsing a stage-coach or mail-coach, and the number of passengers it is likely to carry, and the remuneration the contractors are likely to receive, determine the rate of mileage you should give?—Latterly the contracts have been put up by public advertisement, and that of itself would give us a sufficient knowledge of the price.

74. Take the Bristol and Liverpool mail; do you pay more or less for that than for other mails?—I forget the difference; but there are means which enable us, generally, to state at what price a mail pays. About 4*l.* per mile per month is, I think, the calculation in the mail coach-office of the sum a mail should give to be remunerating.

75. Should you not be fully acquainted with the real expenses to the mail-coach

coach proprietors, and take into estimation the outlay of money, to enable you to say whether the terms proposed are exorbitant or not?—I have said that; I have said it is impossible for me to judge what is exorbitant or not for a special train; for I am unable to state the expense to the company of a special train.

76. When you made the first arrangement with the Grand Junction Company, was it stated to be an experiment on the part of that company?—They stated it as an experiment; and it was impossible that they should know or that we should know whether it would pay; when we sent them the terms of the contract they sent us a letter stating that they would go on, according to Mr. Louis's letter, for three months; that they would enter into no contract; and after three months they would be able to state the terms on which they would convey the mails. We were perfectly satisfied with that, and thought it only reasonable.

77. Has the Post-office taken any means of ascertaining what their expense would be?—It would be perfectly impossible; we could not inspect their books; we must have known the expense of the engine and the wear and tear, and interest of money, and the number of passengers, and a thousand other things.

78. You did not attempt to ascertain it?—We have too much to do to enter into those matters.

79. *Chairman.*] Are there any other points on which you consider the propositions of the Grand Junction Company exorbitant?—Those I have mentioned were the two points which chiefly struck me as showing a wish on the part of the directors of the Grand Junction Company to have exorbitant terms, insisting that whether the grand dispatch was carried by a night train or not, they should be paid as if it was carried by a night train; the other was, that even if the night train, by the number of passengers it carried, was remunerating, we were still to pay half the expense they calculated the night train would cost them, so that if they got 30*l.* or 40*l.* by a night train which costs them 20*l.*, the Post-office were still to pay them 10*l.* for the use of those night trains. Those two points struck me as evincing a wish on the part of the company to exact exorbitant terms.

80. You state that you think it would be inexpedient for the Post-office to come to an agreement without possessing some power of putting trains on the railway on Sunday, if it should be required for the public service?—I think we should have power of running trains on the Sunday.

81. Mr. *Gillon.*] Would it not enable you to keep up some of the mail-coaches, which suffer from competition with the railway, if the contractors were allowed to carry passengers free of mileage duty?—I very much doubt, if the Government were to take off all the taxes on mail-coaches, whether they could sustain the competition; I am not sufficiently master of the subject to give my opinion upon it, but of course to the extent to which taxation was taken off they would be the better enabled to do it.

82. *Chairman.*] In the present state of the law are you protected against any terms, however high, which may be imposed upon you by a railway company?—Not at all.

83. What is the present state of the law?—My own impression is, that paying the tolls of the railway, which are 3*d.*, I think, for passengers, either the Post-office or any other parties may run carriages on the railroad, paying to the railroad this rate of 3*d.*, and subject to their bye-laws; but I do not consider that any body besides the railroad proprietors themselves could run the carriages, inasmuch as it would be necessary to have a very large number of engines and stations by the side of the railroad to repair them, besides a large establishment along the whole line of railroad, to see that it was clear, and various things of that sort, which would be necessary to carry on an enterprise of that magnitude, so that we should be completely in the hands of the railway proprietors.

84. You consider it a complete monopoly?—I consider it practically a complete monopoly.

85. Can you specify any enactments which would give the public security against unreasonable charges made by the railway companies, and which at the same time would be just and equitable towards the proprietors of railways?—We furnished the Chancellor of the Exchequer with various conditions, which we thought should be the groundwork of a Bill for the regulation of railroads; what the exact nature of those conditions should be I am not prepared to say; we rather pointed them out to the Chancellor of the Exchequer as matters for consideration, and proper to be proposed only after discussion on the subject; but points which he should discuss with the parties themselves, and carry into a law if he should find them just and equitable.

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86. Lord *Granville Somerset.*] Are you aware whether on any railroad any other parties than the company have placed conveyances?—I am not aware of any.

87. *Chairman.*] Will you state to the Committee the conditions to which you have alluded?—These were generally the conditions that we thought we should have; these simply relate to the Post-office, we went no further: "The Postmaster-general to have the power of dispatching mails and guards by any train the railroad proprietors may run. Postmaster-general to be empowered to demand carriages fitted up in such manner as he shall direct, and not less than feet in width, feet in height, and feet in length, such carriages to be furnished by the railway proprietors, or if the Postmaster-general shall prefer having his own carriages, the railway proprietors to furnish a truck perfectly fit in all respects to convey a carriage of the before-mentioned dimensions. The railroad proprietors to be paid per mile if they furnish the carriage, and per mile if they furnish the truck. In cases where a carriage is used, no charge to be made for the clerks or guards conveyed by it, or mail-bags which may be sent by that train." We propose, if we can, to have a carriage which may be a moveable post-office, in which to sort the letters, therefore that clause was introduced. "No duty to be paid for clerks or guards in the Post-office service conveyed by railroad;" that is, no duty to Government. "In those cases where a carriage shall not be demanded by the Postmaster-general, the bags and guards to be conveyed at the rate of per double mile, provided the bags shall not weigh more than 2 cwt., when they shall pay at the rate of three-eighths of a penny per mile per cwt.; if a second guard carried, to be conveyed at the rate of per mile. If any accident should take place, the railroad proprietors to afford every facility for forwarding the mail, and to permit the Postmaster-general and his men to employ horses, and to furnish him, if necessary, with trucks to forward the bags. Railroad proprietors to conform to the regulations made by the Postmaster-general for taking up and leaving the mail-bags. The Postmaster-general to be furnished with a room at the company's offices at a rent to be named, or power to be given to the Postmaster-general to take ground for the erection of suitable offices on payment of a sum to be assessed by a jury in case of difference. Railway proprietors to furnish the Postmaster-general with weighing machines and weights, or power given to the Postmaster-general to put up his own. Penalty of 500 *l.* for each refusal to comply with the provisions of the Act." There were some further conditions: "Conveyance of mails on Sunday, to convey the mails at least twice a day if required, or allow the Postmaster-general to use the road with his own engines or horses if necessary." We thought it was not fair to compel them to run trains at hours when the trains would not pay them, but that if they found it profitable to run trains they should be forced to carry the Post-office bags and guards at those times at a certain price.

88. There is no reference to the Post-office fixing the time in your scheme?—No; we did not say anything about the alteration of times, which is a very important point; if the railway proprietors contend for their right to alter the time as they choose, it is necessary, the Post-office should have notice of those alterations, for our arrangements would take two or three months to complete, and the whole service might be deranged for two or three months before we had time to make fresh arrangements. I should mention one very important document I discovered four or five days ago. The Duke of Richmond intended to introduce a clause in those Railway Bills at the time they were passing, and he drew up a paper, which was found in the office, owing to a conversation which took place the other day between the Duke of Richmond and Lord Lichfield. Perhaps the Committee will allow me to read the clause which it was the intention of the Duke of Richmond to propose, and which he did not propose only in consequence of the agreement with the agents of the parties, which is referred to in a minute in this paper. This refers to the Grand Junction, and the London and Birmingham: "And be it enacted, that the said Company shall in or upon the carriages used or employed by them, and moved or propelled upon the said railway by locomotive engines or other moving power, carry and convey all such mails and bags of letters as His Majesty's Postmaster-general for the time being, or any of his deputies or agents, shall from time to time require, in such place of security, and under all such regulations as the Postmaster-general for the time being shall from time to time declare, direct, and appoint; and shall also receive, take up, carry, and convey guards, or other persons in or upon such carriages, in the care or charge of such mails or bags of letters, and shall receive, take up, deliver, and leave any such mails or bags of letters and guards,

guards, or other persons in charge or care thereof, at such place and places as the Postmaster-general for the time being shall direct or appoint; for which services so to be performed the said Company shall be entitled to demand and receive of the Postmaster-general a sum not exceeding the fare of one passenger for the distance which each guard or other person in the care or charge of the mails shall be conveyed. And if the said Company, or any of their officers, servants, or agents shall refuse or neglect to carry or convey all and every such mails or bags of letters as the Postmaster-general for the time being, or any of his deputies or agents, shall from time to time require, or shall refuse or neglect to receive, take up, deliver, and leave any such mails or bags of letters and guards, or other persons in care or charge thereof, at such place and places as the Postmaster-general shall from time to time direct or appoint, or shall not obey, observe, and perform all such directions, rules, and regulations respecting the same, as the Postmaster-general for the time being shall declare or appoint, the said Company shall for every such offence forfeit and pay the sum of *l.*, to be recovered in a summary way, by the order and adjudication of one or more justice or justices of the peace, on complaint to him or them for that purpose made, in the same manner as other penalties and forfeitures (for the recovery whereof no special directions are given) are by this Act directed to be recovered, one-half of which sum of *l.*, as often as the same shall be recovered, shall be paid to the informer, and the other half to the vestry-clerk, or other proper officer of the parish or place where such offence shall be committed, for the benefit of the poor of such parish or place." This clause, therefore, is to the effect that the mail and guard shall be conveyed at whatever the railway company charges for the carriage of one passenger, which is, I believe, about 2*d.* per mile at present. Upon this I find this minute of the Duke of Richmond: "His Grace having had a communication with the agents and solicitors for the London and Birmingham and Grand Junction Railway Bills, has consented not to press the introduction of this clause, lest it should endanger the Bills with the House of Commons, on the distinct pledge that so soon as the Bills are passed the respective companies shall enter into an agreement, under their corporate seals, for a future contract, to the full intent and meaning of this clause, and that they shall bind themselves not to oppose any future general Bill for making the provisions of this clause applicable to all railways. 29th April 1833. (signed) *Richmond.*" This I was perfectly unaware of till three or four days ago.

89. Mr. *Hutton.*] Can you state to the Committee how much the proposed charge would exceed, if it does exceed, that proposal in the minute of the Duke of Richmond?—Three pence a mile would be nearly our charge.

90. *Chairman.*] Do you conceive that if the provision embodied in the paper you have just read were enacted and made applicable to all railroads that would meet the difficulties of the case?—It does in point of fact: "That the said Company shall in or upon the carriages used or employed by them, and moved or propelled upon the said railway by locomotive engines, or other moving power, carry or convey all such mails or bags of letters as the Postmaster-general for the time being, or any of his deputies or agents, shall from time to time require." We have only to send down the guard with the bag, and require them to convey it.

91. Do you conceive that clause would enable the Postmaster-general to oblige the railway company to start a train at any hour he might think fit, on paying the same price as he would do if he availed himself of a train which started at the usual hour?—That appears to me to give every power, certainly, in spirit, though it may not in letter.

92. If there is any doubt in the clause you have read with regard to the power it gives to the Postmaster-general to oblige the companies to start special trains for the service of the Post-office, do you not think it is desirable, in case of any legislative enactment being introduced, that that power should be given?—I think if the railroad proprietors find it unnecessary to run special trains, and would not run special trains for their own purposes, it is only fair the public should have the power to run special trains, at the same time paying a reasonable price for such trains.

93. Does not it appear to you but fair that those special trains should be paid for at higher prices?—Yes, until they become remunerating to the company; but they require that, if even they have become remunerating, we should still pay the higher terms.

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94. Lord *Lowther.*] Since the Post-office have sent the mails by the Grand Junction Railway, have the deliveries by the railway been regular?—Most irregular.

95. Have you any statement to show the nature of the irregularity created by sending the letter-bags by the railways?—Some time ago, when Mr. Louis was away, I ordered the chief clerk of the mail-coach office to make out a return of the irregularities of the mail-coach conveyance during the last month. This is a return of the Manchester and Birmingham, and the other of the Manchester and Liverpool.

[*The same was delivered in and read, as follows:*]

— No. 1. —

First Dispatch.							Second Dispatch.					
Date.	Birmingham. Proper Time of Dispatch, 7. A.M.		Liverpool. Proper Time of Arrival, 11. 30. A.M.		Time Lost.	CAUSE.	Birmingham. Proper Time of Dispatch, 11. 30. A.M.		Liverpool. Proper Time of Arrival, 4. P.M.		Time Lost.	CAUSE.
Nov.	H.	M.	H.	M.	H. M.		H.	M.	H.	M.	H. M.	
1	7	10	11	25	within.		11	30	4	30	– 30	- - one of the bolts of engine broke.
2	7	10	11	35			11	30	4	20	– 20	weak engine.
3	7	15	11	35			11	30	4	22	– 22	ditto.
4	7	10	11	25			11	30	4	10	– 10	no report.
5	7	15	12	55	1 10	no report.	11	30	4	2	– 2	ditto.
6	7	10	11	30	within.		11	30	4	–	exact.	
7	7	5	12	50	1 15	- - engine failed for want of water.	11	30	4	25	– 25	
8	7	5	11	30	within.		11	30	3	35	within.	
9	7	10	11	35			11	30	4	10	– 10	
10	7	5	11	30			11	30	4	5	– 5	
11	7	5	11	55	– 20	no report.	11	30	4	10	– 10	
12	7	5	12	35	1 –	ditto.	11	30	4	25	– 25	strong head wind.
13	7	10	11	40			11	30	4	–	exact.	
14	7	10	11	40			11	30	4	–	do.	
15	7	5	12	–	– 25	- ditto.	11	30	4	–	do.	
16	7	5	11	18	within.		11	30	3	45	within.	
17	7	10	1	–	1 20	rails slippery from frost.	11	30	4	24	– 24	rails slippery from frost.
18	7	5	11	45	– 10	no report.	11	30	5	15	1 15	heavy train and rails slippery.
19	7	20	12	25	– 35	ditto.	11	30	4	45	– 45	- - axle of engine broke near Liverpool.
20	7	10	11	28	within.		11	30	4	–	exact.	
21	7	20	12	23	– 33	ditto.	11	30	4	55	– 55	strong head-wind.
22	7	15	11	10	within.		11	30	4	30	– 30	weak engine.
23	7	10	11	45	– 5	ditto.	11	30	4	8	– 8	
24	7	10	11	50	– 10	ditto.	11	30	4	10	– 10	
25	7	10	12	10	– 30	ditto.	11	30	4	10	– 10	
26	7	22	11	40	within.		11	30	6	15	2 15	engine broke near Hartford.
27	7	10	1	–	1 20	ditto.	11	30	4	15	– 15	
28	7	10	11	55	– 15	ditto.	11	30	4	45	– 45	rails slippery and wind high.
29	7	–	12	–	– 30	ditto.	11	30	5	8	1 8	heavy train and weak engine.
30	7	20	11	30			11	30	4	5	– 5	

Third Dispatch.							Fourth Dispatch.					
Date.	Birmingham. Proper Time of Dispatch, 2. 30. P.M.		Liverpool. Proper Time of Arrival, 7 P.M.		Time Lost.	CAUSE.	Birmingham. Proper Time of Dispatch, 7. P.M.		Liverpool. Proper Time of Arrival, 11. 30. P.M.		Time Lost.	CAUSE.
Nov.	H.	M.	H.	M.	H. M.		H.	M.	H.	M.	H. M.	
1	2	30	7	25	– 25	no report.	7	–	11	30		
2	2	30	6	50	within.		7	–	11	35	– 5	no report.
3	2	30	7	25	– 25	ditto.	7	–	11	30		
4	2	30	7	–	exact.		7	–	11	30		
5	2	30	7	10	– 10	ditto.	7	–	11	15	within.	
6	2	30	7	30	– 30	ditto.	7	–	11	30		
7	2	30	6	55	within.		7	–	11	40	– 10	ditto.
8	2	30	7	–	exact.		7	–	11	50	– 20	
9	2	30	7	20	– 20	ditto.	7	–	12	20	– 50	
10	2	30	7	30	– 30	ditto.	7	–	11	30		

THIRD DISPATCH—*continued.*

Date.	Birmingham. Proper Time of Dispatch, 2. 30. P.M.		Liverpool. Proper Time of Arrival, 7. P.M.		Time Lost.	CAUSE.
Nov.	H.	M.	H.	M.	H. M.	
11	2	30	7	40	– 40	no report.
12	2	30	7	5	– 5	ditto.
13	2	30	7	5	– 5	ditto.
14	2	30	7	5	– 5	ditto.
15	2	30	7	20	– 20	ditto.
16	2	30	8	–	1 –	- - accident with engine on the line.
17	2	30	7	20	– 20	no report.
18	2	30	7	–	exact.	
19	2	30	7	5	– 5	no report.
20	2	30	7	10	– 10	ditto.
21	2	30	7	55	– 55	strong head-wind.
22	2	30	7	5	– 5	no report.
23	2	30	6	40	within.	
24	2	30	7	–	exact.	
25	2	30	7	20	– 20	heavy train.
26	2	30	8	45	1 45	bad engine.
27	2	30	6	40	within.	
28	2	30	7	5	– 5	
29	2	30	6	55	within.	
30	2	30	7	–	exact.	

FOURTH DISPATCH—*continued.*

Birmingham. Proper Time of Dispatch, 7. P.M.		Liverpool. Proper Time of Arrival, 11. 30. P.M.		Time Lost.	CAUSE.
H.	M.	H.	M.	H. M.	
7	–	12	20	– 50	engine out of order.
7	–	11	50	– 20	
7	–	11	35	– 5	
7	–	11	45	– 15	
7	–	11	15	within.	
7	–	11	15	do.	
7	–	12	–	– 30	rails slippery from frost.
7	–	10	50	within.	
7	–	12	5	– 35	slow engine.
7	–	11	20	within.	
7	–	11	50	– 45	no report.
7	–	11	35	– 5	
7	–	12	10	– 40	engine broke near Stafford.
7	–	10	55	within.	
7	–	10	50	do.	
7	–	12	10	– 40	slow engine, rails slippery.
7	–	11	40	– 10	no report.
7	10	11	40	exact.	
7	–	10	45	within.	
7	–	11	30		

FIRST DISPATCH.

Date.	Liverpool. Proper Time of Dispatch, 6. 30. A.M.		Birmingham. Proper Time of Arrival, 11. 5. A.M.		Time Lost.	CAUSE.
Nov.	H.	M.	H.	M.	H. M.	
1	6	30	11	45	– 40	no report.
2	6	30	11	55	– 50	ditto.
3	6	30	11	20	– 15	ditto.
4	6	30	11	15	– 10	ditto.
5	6	30	12	20	1 15	heavy train caused delay.
6	6	30	11	45	– 40	no report.
7	6	30	12	50	1 45	heavy train.
8	6	30	11	45	– 40	no report.
9	6	30	12	25	1 20	ditto.
10	6	30	11	30	– 25	ditto.
11	6	30	11	5	exact.	
12	6	30	12	10	1 5	ditto.
13	6	30	11	40	– 35	ditto.
14	6	30	11	5	exact.	
15	6	30	11	25	– 20	ditto.
16	6	30	11	30	– 25	ditto.
17	6	30	12	–	– 55	weak engine.
18	6	30	11	40	– 35	heavy train.
19	6	40	11	30	– 15	no report.
20	6	30	11	40	– 35	weak engine.
21	6	30	11	45	– 40	rails slippery from frost.
22	6	30	12	–	– 55	- - part of the train got off the line.
23	6	30	11	35	– 30	strong head wind.
24	6	30	11	25	– 20	weak engine.
25	6	30	11	45	– 40	sharp frost, rails slippery.
26	6	30	12	45	1 40	bad engine.
27	6	30	11	5	exact.	
28	6	30	11	15	– 10	no report.
29	6	30	11	40	– 35	slight fall of snow.
30	6	30	11	30	– 25	- - Manchester train not up at Warrington.

SECOND DISPATCH.

Liverpool. Proper Time of Dispatch, 11. 30. A.M.		Birmingham. Proper Time of Arrival, 4. 5. P.M.		Time Lost.	CAUSE.
H.	M.	H.	M.	H. M.	
11	30	4	25	– 20	no report.
11	30	4	50	– 45	slow engine.
11	30	5	25	1 20	- - heavy train and weak engine.
11	30	5	30	1 25	- - engine on the line at Stafford.
11	30	4	15	– 10	no report.
11	30	4	30	– 25	bad engine.
11	35	5	5	– 55	heavy train.
11	35	5	30	1 20	ditto.
11	35	5	10	1 –	slow engine.
11	35	5	30	1 20	axletree of engine broke.
11	35	4	55	– 45	heavy train.
11	30	4	40	– 35	no report.
11	35	5	5	– 55	heavy train.
11	30	4	55	– 50	ditto.
11	30	4	15	– 10	no report.
11	30	4	20	– 15	- - time lost waiting for Manchester train at Warrington.
11	30	4	45	– 40	- - heavy train and rails slippery.
11	30	4	5	exact.	
11	30	5	5	1 –	slow engine.
11	30	5	–	– 55	rails slippery from frost.
11	30	4	5	exact.	
11	30	6	15	2 10	engine broke at Whitmore.
11	30	4	40	– 35	slow engine.
11	30	4	10	– 5	no report.
11	30	3	55	within.	
11	30	5	–	– 55	slow engine.
11	30	4	40	– 35	- - detained at Warrington for Manchester train.
11	30	5	15	1 10	- - heavy train, engine out of order.
11	30	3	55	within.	
11	30	4	30	– 25	heavy train.

(*continued*)

Third Dispatch.							Fourth Dispatch.					
Date.	Liverpool. Proper Time of Dispatch, 2. 30. P. M.		Birmingham. Proper Time of Arrival, 7. 5. P. M.		Time Lost.	CAUSE.	Liverpool. Proper Time of Dispatch, 6. 30. P. M.		Birmingham. Proper Time of Arrival, 11. 5. P. M.		Time Lost.	CAUSE.
Nov.	H.	M.	H.	M.	H. M.		H.	M.	H.	M.	H. M.	
1	2	50	7	24	within.		6	30	10	35	within.	
2	2	50	7	30	– 5	no report.	6	35	11	45	– 35	weak engine.
3	2	35	8	5	– 55	ditto.	6	30	1 10 a.m.		2 5	bolt broken in the engine.
4	2	50	7	35	– 10	ditto.	6	35	4 25 a.m.		5 15	- - axle of engine broke near Stafford.
5	2	50	7	25	exact.		6	40	11	20	– 15	no report.
6	2	50	7	35	– 10	ditto.	6	35	10	50	within.	
7	2	50	8	22	– 57	ditto.	6	30	11	–		
8	2	50	7	40	– 15	ditto.	6	35	11	5		
9	2	50	7	40	– 15	ditto.	6	35	11	20	– 10	weak engine.
10	2	50	7	35	– 10	ditto.	6	30	12	10	1 5	- - axle of engine broke near Whitmore.
11	2	50	8	5	– 40	ditto.	6	35	11	15	– 5	
12	2	35	8	50	1 40	ditto.	6	40	11	25	– 10	engine weak.
13	2	55	8	10	– 40	ditto.	6	30	11	25	– 20	- - engine had to be repaired at Stafford.
14	2	50	8	–	– 35	ditto.	6	35	11	–	within.	
15	2	50	7	35	– 10	ditto.	6	30	11	–		
16	2	50	7	45	– 20	ditto.	6	30	11	–		
17	2	50	8	45	1 20	- - slow engine and heavy train.	6	30	11	15	– 10	no report.
18	2	30	8	20	1 15	no report.	6	30	11	50	– 45	engine out of order.
19	2	50	7	30	– 5	ditto.	6	30	11	–	within.	
20	2	50	7	55	– 30	ditto.	6	35	11	10	exact.	
21	2	50	8	30	1 5	ditto.	6	30	11	45	– 40	weak engine.
22	2	50	7	35	– 10	ditto.	6	35	11	15	– 5	no report.
23	2	50	7	45	– 20	ditto.	6	35	10	50	within.	
24	2	50	7	50	– 25	ditto.	6	30	10	50	within.	
25	2	50	7	55	– 30	ditto.	6	30	1	–	1 55	engine broke near Newton
26	2	50	8	35	1 10	ditto.	6	30	11	10	– 5	
27	2	50	7	45	– 20	ditto.	6	35	11	–	within	- - waited at Warrington for Manchester train 35 minutes, but made the time up.
28	2	50	7	30	– 5	ditto.	6	30	10	45		
29	2	30	7	35	– 30	ditto.	6	30	11	5	exact.	
30	2	50	8	5	– 40	strong head wind.	6	30	11	10	– 5	

— No. 2. —

First Dispatch.							Second Dispatch.					
Date.	Birmingham. Proper Time of Dispatch, 7 A. M.		Manchester. Proper Time of Arrival, 11. 30. A. M.		Time Lost.	CAUSE.	Warrington. Proper Time of Dispatch, 3. 4. P. M.		Manchester. Proper Time of Arrival, 4. 10. P. M.		Time Lost.	CAUSE.
Nov.	H.	M.	H.	M.	H. M.		H.	M.	H.	M.	H. M.	
1	7	10	11	35	within.		3	25	4	21	exact.	
2	7	10	11	50	– 10	no report.	3	35	4	25	within.	
3	7	15	11	55	– 10	ditto.	3	20	4	16	exact.	
4	7	10	11	35	within.		3	20	4	15	within.	
5	7	15	12	50	1 5	ditto.	3	10	4	5		
6	7	5	11	40	– 5	ditto.	3	10	4	5		
7	7	5	1	–	1 25	ditto.	3	20	4	16	exact.	
8	7	5	11	55	– 20	ditto.	3	–	4	5	– 9	sand train on before.
9	7	–	11	45			3	10	4	6		
10	7	5	11	40	– 5	ditto.	3	–	3	55		
11	7	5	11	55	– 20	ditto.	3	12	4	15	– 7	
12	7	10	12	35	– 55	ditto.	3	30	4	25		
13	7	10	11	55	– 15	ditto.	3	5	4	5	– 4	
14	7	10	11	55	– 15	ditto.	3	15	4	20	– 9	detained by a sand train.
15	7	5	12	5	– 30	ditto.	3	5	4	5	– 4	slow engine.
16	7	5	11	30	within.		2	55	3	30		
17	7	10	1	20	1 40	- - rails slippery from frost, engine out of order.	3	25	4	20		

FIRST DISPATCH—*continued.*

Date.	Birmingham. Proper Time of Dispatch, 7 A.M.		Manchester. Proper Time of Arrival, 11. 30. A.M.		Time Lost.	CAUSE.
Nov.	H.	M.	H.	M.	H. M.	
18	7	5	12	5	– 30	no report.
19	7	15	12	10	– 25	- ditto.
20	7	10	11	45	– 5	
21	7	20	12	25	– 35	heavy train and head wind.
22	7	15	11	40		
23	7	10	11	50	– 10	no report.
24	7	10	12	–	– 20	
25	7	10	12	15	– 35	- ditto.
26	7	22	11	55	– 3	
27	7	10	1	–	1 20	weak engine & heavy train.
28	7	10	12	10	– 30	
29	7	15	12	–	– 15	no report.
30	7	20	11	45	within	

SECOND DISPATCH—*continued.*

Warrington. Proper Time of Dispatch, 3. 4. P.M.		Manchester. Proper Time of Arrival, 4. 10. P.M.		Time Lost.	CAUSE.
H.	M.	H.	M.	H. M.	
4	–	5	10	– 14	- - Liverpool & Manchester train on ahead.
3	15	4	10	within.	
3	15	4	10		
3	50	4	50	– 4	heavy train.
3	35	4	35	– 4	no report.
3	15	4	11	exact.	
3	25	4	35	– 14	detained by a luggage train.
3	25	4	21	exact.	
5	25	6	25	– 4	
3	30	5	–	– 34	steam low.
3	55	4	51		
4	5	5	–	within.	
3	26	4	26	– 4	

THIRD DISPATCH.

Date.	Warrington. Proper Time of Dispatch, 6. 4. P.M.		Manchester. Proper Time of Arrival, 7. 10. P.M.		Time Lost.	CAUSE.
Nov.	H.	M.	H.	M.	H. M.	
1	6	35	7	30	within.	
2	6	10	7	11	– 5	
3	6	20	7	15	within.	
4	6	25	7	25	– 4	
5	6	20	7	15	within.	
6	6	25	7	25	– 4	
7	6	5	7	15	– 14	stopped by another train.
8	6	20	7	16		
9	6	25	7	35	– 14	- - Liverpool & Manchester train on before.
10	6	36	7	45	– 13	slow engine.
11	6	30	7	55	– 29	- - Liverpool & Manchester 2d class train on before.
12	6	15	7	20	– 9	
13	6	25	7	25	– 4	
14	6	15	7	10		
15	6	25	7	45	– 24	2d class train on before.
16	6	–	7	–	– 4	no report.
17	6	30	7	40	– 14	2d class train on before.
18	6	5	7	10	– 9	no report.
19	6	15	7	5	within.	
20	6	10	7	–	within.	
21	7	–	8	–	– 4	
22	6	20	7	16	exact.	
23	6	55	7	5	– 14	luggage train on before.
24	6	10	7	6	exact.	
25	6	30	7	25	within.	
26	7	40	8	50	– 14	- - delayed at Parkside taking in water.
27	6	–	6	56		
28	6	20	7	35	– 19	- - Liverpool & Manchester train on before.
29	6	15	7	11	exact.	
30	6	20	7	15		

FOURTH DISPATCH.

Warrington. Proper Time of Dispatch, 10. 34. P.M.		Manchester. Proper Time of Arrival, 11. 40. P.M.		Time Lost.	CAUSE.
H.	M.	H.	M.	H. M.	
10	45	11	40	within.	
10	55	11	50		
10	34	11	30		
10	45	11	40		
10	34	11	30		
10	30	11	25		
10	24	11	20		
11	–	12	–	– 4	
11	10	12	6		
10	40	11	40	– 4	
11	20	12	20	– 4	
11	–	11	55		
10	46	11	42		
11	–	11	50		
10	30	11	15		
10	10	11	30	– 24	run against a Liverpool train.
11	–	4	20	4 24	- - engine broke and got off the rails.
10	–	11	–	– 4	
11	10	12	10	– 4	
10	30	11	30	– 4	
10	15	11	20	– 9	slow engine.
10	40	11	40	– 4	
10	55	11	51	exact.	
10	10	11	5	within.	
10	20	11	16	exact.	
11	45	12	45	– 4	
11	–	3	–	3 4	- - detained at Newton junction for an engine.
10	45	12	–	– 19	bad engine.
10	5	10	50	within.	
10	40	11	36		

(*Continued*)

Date.	First Dispatch. Manchester. Proper Time of Dispatch, 6. 30. A. M.	First Dispatch. Warrington. Proper Time of Arrival, 7. 26. A. M.	First Dispatch. Time Lost.	First Dispatch. CAUSE.	Second Dispatch. Manchester. Proper Time of Dispatch, 11. 30. A. M.	Second Dispatch. Warrington. Proper Time of Arrival, 12. 26. P. M.	Second Dispatch. Time Lost.	Second Dispatch. CAUSE.
Nov.	H. M.	H. M.	H. M.		H. M.	H. M.	H. M.	
1	6 30	7 26			11 30	12 26		
2	6 30	7 26			11 30	12 30	– 4	no report.
3	6 30	7 26			11 30	12 26		
4	6 30	7 26			11 30	12 35	– 9	stoppage at Newton.
5	6 30	7 30	– 4		11 30	12 26		
6	6 30	7 26			11 30	12 26		
7	6 30	7 26			11 35	12 40	– 9	heavy train.
8	6 30	7 30	– 4		11 30	12 26		
9	6 30	7 26			11 30	12 35	– 9	rails under repair.
10	6 30	7 26			11 35	12 31		
11	6 30	7 26			11 30	12 50	– 24	heavy train.
12	6 30	7 30	– 4		11 30	12 26		
13	6 30	7 26			11 30	12 26		
14	6 30	7 26			11 30	12 26		
15	6 30	7 26			11 30	12 26		
16	6 30	7 26			11 30	12 26		
17	6 30	7 26			11 30	12 26		
18	6 30	7 30			11 30	12 26		
19	6 30	7 26			11 30	12 26		
20	6 30	7 26			11 30	12 26		
21	6 30	7 26			11 30	12 30	– 4	
22	6 30	7 30	– 4	no report.	11 30	12 26		
23	6 30	7 30	– 4		11 30	12 26		
24	6 30	7 26	exact.		11 30	12 26		
25	6 30	7 26	exact.		11 30	12 26		
26	6 40	7 30	within.		11 30	12 26		
27	6 45	7 41			11 37	12 45	– 12	heavy train.
28	6 35	7 31			11 30	12 26		
29	6 40	7 26			11 30	12 26		
30	6 30	8 35	– –	accident with engine.	11 30	12 26		

Date.	Third Dispatch. Manchester. Proper Time of Dispatch, 2. 30. P. M.	Third Dispatch. Birmingham. Proper Time of Arrival, 7. 5. P. M.	Third Dispatch. Time Lost.	Third Dispatch. CAUSE.	Fourth Dispatch. Manchester. Proper Time of Dispatch, 6. 30. P. M.	Fourth Dispatch. Warrington. Proper Time of Arrival, 7. 26. P. M.	Fourth Dispatch. Time Lost.	Fourth Dispatch. CAUSE.
Nov.	H. M.	H. M.	H. M.		H. M.	H. M.	H. M.	
1	2 40	7 24	– 9	no report.	6 30	7 26		
2	2 40	7 30	– 15	ditto.	6 40	7 36		
3	2 40	8 5	– 50	ditto.	6 30	7 30	– 4	no report.
4	2 40	7 35	– 20	ditto.	6 30	7 26		
5	2 40	7 25	– 10	ditto.	6 30	7 26		
6	2 40	7 35	– 20	ditto.	6 30	7 26		
7	2 40	8 22	1 7	ditto.	6 30	8 30	2 4	accident with engine.
8	2 40	7 40	– 25	ditto.	6 30	7 26		
9	2 30	7 30	– 25	ditto.	6 30	7 26		
10	2 40	7 35	– 20	ditto.	6 30	7 26		
11	2 40	8 5	– 50	ditto.	6 30	7 26		
12	2 50	8 55	1 30	ditto.	6 30	7 26		
13	2 40	8 15	1 15	ditto.	6 30	7 26		
14	2 40	8 –	– 45	ditto.	6 30	7 26		
15	2 40	7 35	– 20	ditto.	6 30	7 26		
16	2 40	7 45	– 30	ditto.	6 30	7 26		
17	2 40	8 45	1 30	– – slow engine, and heavy train; waited at Warrington for Liverpool train.	6 30	7 26		
18	2 40	8 20	1 5	heavy train.	6 30	7 26		
19	2 40	7 30	– 15	no report.	6 30	7 26		
20	2 40	7 55	– 40	ditto.	6 30	7 40	– 14	line being repaired.
21	2 40	8 30	1 15	tender got off the rails.	6 30	7 26		
22	2 40	7 35	– 20	no report.	6 30	7 26		
23	2 45	7 45	– 25	ditto.	6 30	7 26		
24	2 35	7 50	– 40	ditto.	6 30	7 26		
25	2 45	7 55	– 35	ditto.	6 30	7 26		

THIRD DISPATCH—*continued.*

Date.	Manchester. Proper Time of Dispatch, 2. 30. P.M.	Birmingham. Proper Time of Arrival, 7. 5. P.M.	Time Lost.	CAUSE.
Nov.	H. M.	H. M.	H. M.	
26	2 40	8 35	1 20	- - two cows on the line threw the train off the rails.
27	2 40	7 45	- 30	no report.
28	2 40	7 30	- 15	ditto.
29	2 40	7 45	- 30	ditto.
30	2 30	8 10	1 5	

FOURTH DISPATCH—*continued.*

Manchester. Proper Time of Dispatch, 6. 30. P.M.	Warrington. Proper Time of Arrival, 7. 26. P.M.	Time Lost.	CAUSE.
H. M.	H. M.	H. M.	
6 45	7 45	- [illegible]	
6 40	9 -	1 24	- - detained at Manchester
6 30	7 26	exact.	for an engine propelled to
6 30	7 26		Newton Junction by a Li-
6 30	7 26		verpool and Manchester second class train, where we remained till an engine was sent from Warrington.

I have ordered another account to be made out, in consequence of the company attempting to lay the blame on the coach contractors, and I find that twelve times since the railway was first used it has been attributable to the coaches, whereas, in the great majority of instances, it has been attributable to the railway. Our time at Birmingham is seven o'clock; the coach appears to have been 7–25, 7–35, 7–40, 7–1, 7–5, and so on, in the instances to which I refer.

96. Lord *Granville Somerset.*] How many instances have occurred of the mail being more than a quarter of an hour after seven?—There have been seven instances in which the horse-mail has been later than that.

97. Does the place of arrival mean the inn at which the coach stops?—No, the railroad station.

98. What is the time for the railroad train starting?—A quarter past seven; latterly they have agreed to give us to the half hour.

99. What was the time in which they contracted to carry the mail from Birmingham to Liverpool?—Four hours and a half.

100. How many times have they exceeded that?—I find in the last month, from the 1st of November to the 30th inclusive, the first dispatch, there were 15 occasions on which they exceeded their time; on the second dispatch, there were 23 occasions on which they exceeded their time; on the third dispatch, there were 20 times in which the time was exceeded; on the fourth dispatch, there were 15 times that the time was exceeded.

101. Lord *Sandon.*] Do you count everything as excess beyond four hours and a half?—Yes.

102. Lord *Granville Somerset.*] What is the greatest excess?—As far as I can see, two hours and 15 minutes.

103. Mr. *Loch.*] Has the Post-office made any representation as to the irregularity in the conveyance of the mail?—I do not know whether I have made any, but Mr. Louis, in the execution of his office, has in many instances.

104. What accounts do they give for their want of regularity?—I cannot say exactly; but the fact is, that we felt that the service was a new service, that they were in great difficulties as well as ourselves, and we did not wish to press them too much.

105. You have stated that there was an irregularity in the day mails between Liverpool and Manchester?—There have been irregularities, but those have been of little consequence, because they are local letters.

106. Mr. *Wallace.*] Have you any doubt of the delays being owing to the want of power?—I was down there the other day, and I understood it was owing to the want of power, putting too heavy loads on the engines; but it is impossible for any one but a scientific man to say what the reason is; it may be a fault in the construction of the engine, the bad laying of the rails, or a thousand things. The generally assigned cause is, attaching too heavy loads to the steam-engines.

107. Have the Post-office employed any scientific person to give them an opinion of the cause of the delays?—No, we have not.

108. The Post-office is not possessed of any report from a scientific person of the cause of the delays?—No.

109. Lord *Sandon.*] Do not the company go on the principle of never rejecting any passengers or goods, however much they may exceed the proper load for which the power of the engine is adapted?—I can say nothing about passengers or goods, our interference is only as to the conveyance of the letters.

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110. Lord *Granville Somerset.*] Does the guard report in the same way with regard to irregularities in the railroad, as he would as to irregularities on the old mail-coach system?—Yes; he has the time-bill; these papers are all taken from the time-bills.

111. In this return there appears to be a great number of times in which there has been a considerable excess, without any cause being alleged; has any inquiry been made in the proper department as to those causes which have been alleged?—Of course.

112. On the 7th of November, for instance, the first dispatch was an hour and 15 minutes beyond its time, on account of the engine failing for want of water. Has any representation been made on that subject?—It would be the duty of the mail-coach department to look to the time-bills, and to make representations; unless there was something very extraordinary it would not be reported to the Secretary of the Post-office.

113. *Chairman.*] Have similar difficulties to those you describe on the Grand Junction Railway occurred in the case of the Liverpool and Manchester Railway?—The Liverpool and Manchester carry the local communications between those two towns, therefore delays would not be so important there.

114. Have you found any difficulty in contracting with the company for the conveyance of the letters between Manchester and Liverpool?—There was no difficulty, but they raised their terms upon us in a way which I think shows that the Legislature ought to have some power over railways. That fact took place long before I came to the Post-office. The original contract with that company was, I think, at a penny a mile, and when a tax was put on for each passenger conveyed by railroads, Mr. Johnson, who was then superintendent of the mail-coach-office, was written to by the company to say, that as the Chancellor of the Exchequer had put on a tax, it was absolutely necessary the Post-office should pay more: this is the letter:

"Liverpool and Manchester Railway, 5th September 1832.—Dear Sir, Government having imposed a heavy tax on coach travelling per railway, to commence, I believe, on the 11th October next, I am instructed by the directors to give you notice, for the information of the Postmaster-general, that in consequence of the above tax, the company's charge for the conveyance of the mail between Liverpool and Manchester will be 1½*d.* per mile, instead of 1 *d.* as heretofore; and the directors think it reasonable that this increased charge should be payable on and after the date when the new duty commences. I am, &c. &c.

(signed) *Henry Booth,* Treasurer.

(addressed) *W. Banning,* Esq., Liverpool."

This was acceded to on the part of the Postmaster-general; but the tax the Chancellor of the Exchequer put on was a halfpenny a mile for four passengers, so that it was half a farthing a mile; they put on a halfpenny a mile.

115. Has any subsequent increase taken place?—None subsequently. I made an application to them, when we wanted a fifth dispatch, to do it on more reasonable terms, stating that they had put on this halfpenny a mile in consequence of the tax which the Chancellor of the Exchequer had imposed on the railroad, but that they were aware their charge was four times as much as the Chancellor of the Exchequer had put on; but they would not consent to any facility.

116. Lord *Granville Somerset.*] Has the service been satisfactorily performed?—It has been very fairly performed; we have no complaints; there have been slippery rails and things of that kind. In the Dublin and Kingstown we had a contract to convey the mails for 300 *l.* a-year; three months ago they demanded 600 *l.*; with difficulty we have got them to accept 500 *l.*

117. Have you any means of ascertaining whether that amount of 500 *l.* is about the sum which they charge others?—Our people in Dublin considered the charge exorbitant, and on this we were about to undertake it by coaches.

118. What is the distance?—About six miles. According to the average speed we could have done it by coaches in much about the same time. The average time of delivering the mails by ordinary trains, from the time of taking them up at Kingstown till the time of delivery at the Post-office, was about 55 minutes, and 35 minutes by the special trains; we could have done it by coaches in 35 minutes; but in the new contract we are about to enter into, the directors engage to deliver it in 20 minutes; and to be subject to a fine if it exceeds 25 minutes.

119. What would be the difference of cost?—It would be about the same. They had got a pretty accurate account of what the expense by coach would be.

120. Cannot

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120. Cannot you ascertain what they ask for other passengers or other articles? —I do not know how to get at that, and they will not in respect of this bind themselves under a penalty.

121. If you consider this an exorbitant price, on what data do you presume the exorbitancy?—I have taken the opinion of the local officers as to the exorbitancy, presuming they have made inquiries as to the charges, especially as they are acquainted with the charges there. They came upon us suddenly, saying, The 300 *l.* will not pay, you must pay us 600 *l.*

122. Lord *Sandon.*] Would it not be desirable to ascertain how far that is consistent with the charge they make in other cases?—They calculate on special trains; it is impossible for us to calculate the expenses of special trains.

123. Would it not be natural to compare their charge for those special trains with the maximum they charge for common trains?—We are aware that we are paying much higher than is paid for common passengers, even on the Grand Junction. The price which at present the mail pays would be much higher than for a common passenger; we pay 3*d.* a mile, and they charge but 2*d.* for a passenger and his baggage.

124. Mr. *Hutton.*] How many trains will go from Dublin to Kingstown in a day for this 500 *l.* a year?—Six trains; and three, if we require them, are to be special trains.

125. Lord *Granville Somerset.*] What is the arrangement with the Greenwich Railway?—We use it only for the Twopenny Post; we pay them 20 *l.* a year; it is only one train. Looking at the mileage, it is not very low; it is between 4 *d.* and 5 *d.* the double mile.

Veneris, 8° *die Decembris*, 1837.

MEMBERS PRESENT.

Mr. Baring.	Mr. Labouchere.
Mr. Easthope.	Mr. Loch.
Sir Robert Ferguson.	Lord Lowther.
Lord Charles Fitzroy.	Lord Sandon.
Mr Gillon.	Lord Seymour.
Mr. Greene.	Lord Granville Somerset.
Mr. Hutton.	Mr. Wallace.

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

George Louis, Esq., called in; and Examined.

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126. *Chairman.*] WHAT situation do you hold in the General Post-office?—Surveyor and Superintendent of Mail-coaches.

127. Have you lately been engaged in endeavouring to effect an arrangement between the Post-office and any of the railway companies for the transmission of the mails?—Yes; I have lately been at Liverpool, with the object of effecting an arrangement with the Grand Junction Railway, who have given us notice to quit in February next. I had previously entered into a negotiation with them, and made arrangements, which arrangements they are not now satisfied with, and in consequence gave us notice to quit.

128. Was that for the transmission of letters from Birmingham to Manchester? —From Birmingham to Manchester and Liverpool, and as far as Warrington, for Scotland and the North.

129. Does the Grand Junction Railway Company run trains from Birmingham beyond Manchester?—Not beyond Manchester; they run them to Manchester and also to Liverpool; as I understand, it is their railway as far as the junction at Newton, which is about midway between Manchester and Liverpool, and there they diverge.

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130. Mr. *Loch.*] And then they are carried on under an arrangement with the Liverpool and Manchester Company?—That I understand; but that is not within my knowledge.

131. *Chairman.*] So that the Post-office, in dealing with the transmission of mails upon the railway, has to deal with the Grand Junction Company for the whole line between Birmingham and Newton?—Between Birmingham and Manchester, and Birmingham and Liverpool; we have no negotiation with the Manchester and Liverpool. It is a negotiation between the Grand Junction Company and the Manchester and Liverpool, Company.

132. Mr. *Loch.*] The Post-office knows nothing of any arrangements between the two companies?—It does not; our arrangement is from Birmingham to Manchester, and to Liverpool, with the Grand Junction Company.

133. *Chairman.*] The Grand Junction Company are not the proprietors of the railway between Manchester and Liverpool?—I understand not.

134. Was the service which you wished this railway company to undertake precisely the same which it hitherto undertook for the Post-office?—The same; except that they understood from us that we should want to alter the trains hereafter so soon as the London and Birmingham Railroad should open, of which it was expected that a great portion would be opened in February.

135. But in treating for a new contract did you propose to lay any increased expense or trouble upon the railway company?—We probably should have altered the periods of their dispatch hereafter, which might have induced them to give us notice to quit. But the information given to us was, that the evening trains did not answer their purpose, and that they wished to drop them. Upon their giving us notice, I was commanded by the Postmaster-general to go to Liverpool, and have a full discussion with the directors there. Mr. Moss was deputed by the directors to treat with me; and he was the only person I had any communication with.

136. Who is Mr. Moss?—He is chairman of the Grand Junction Company.

137. Did you succeed in coming to any arrangement with the railroad company?—We entered into a negotiation, and Mr. Moss and I mutually signed a document. There were points proposed by him, which were discussed, and some observations which he made I overruled, and others were suggested: but the result was, that I signed a paper to submit to the Postmaster-general not to recognise the terms at all, because I thought them heavy.

138. You considered those terms too high?—It appeared to me so.

139. Have you got a copy of the sketch of an agreement which was signed by the chairman of the Grand Junction Railway Company and by yourself, and submitted to the Postmaster-general?—I have a copy, which I will deliver in.

[*The same was delivered in and read, as follows:*]

The following memoranda are the result of various and full discussions between John Moss, esq., chairman of the committee of the Grand Junction Railway, and George Louis, esq., surveyor and superintendent of mail-coaches, on the subject of the transit of letters by the above railway. These memoranda are understood to be points by which Mr. Moss, on the part of the railway company, will be governed; they are recognised by Mr. Louis so far only as to submitting them for selection and consideration of Her Majesty's Postmaster-general.

1. The present accommodation, as respects the guards and mail-bags, to be granted for the present allowance; the directors to fix their own periods of dispatch and arrival of the trains; also, the speed; to continue or discontinue trains at their pleasure; the Post-office to have the power of discontinuing at pleasure. As the present mode of weighing the bags may tend to impede the arrangements of the Post-office, and as it causes unnecessary details in the accounts, they would consent to the weight of bags for 28 days during winter, and 28 days during autumn, say 28 days in the months of February and August, being taken as the average which should regulate the weight for the rest of the year: the present allowance is 1 *d.* per mile for the guard, and three-eighths of 1 *d.* per cent. per mile for the mail-bags; any weight under one single hundred to be paid for as if a whole hundred were conveyed; for any portion above one hundred, and under one hundred and a half, to be paid for as a hundred weight; and above one hundred and a half, and under two hundred, to be paid for as two hundred; this rule to govern greater weight.

2. The directors are willing, if double the present average daily amount of each train be paid, to enter into a contract with the Post-office authorities for the due performance of its covenants,

covenants, and will meet them to discuss the periods of starting, which they will exert themselves to arrange so as to fall in, as much as possible, with the views of those authorities; when the periods are fixed, they are not to be deviated from without mutual consent; the Post-office, however, to have the power of relinquishing any or all the trains without notice; the directors will give six months' notice before the relinquishment of the contract; they consent to the penalty to the extent of 500 *l.* in one year for breach of any of the several covenants; the speed they will undertake not to exceed five hours from Liverpool and Manchester to Birmingham, and four hours and forty-five minutes from Birmingham to Liverpool and Manchester; they will provide a covered situation for the guard and such mails as he may have in his charge; this proposition applies to day-trains; any period of starting between 6. 30. A.M. and 6 P.M. to come within the meaning of day trains; this not to include the night or grand dispatch to London or from London.

3. The directors must consider the grand dispatch to and from London as a night train, and the charge they will make the Post-office for those trains will be 10 *l.* sterling each trip each way. A trip to be understood as comprising the distance between Birmingham, Liverpool, and Manchester; the speed not to exceed five hours from Liverpool and Manchester to Birmingham, and not to exceed four hours and 45 minutes from Birmingham to Liverpool and Manchester; the speed being fixed, they agree for the above sum to put these night trains entirely under the control of the Post-office as to the hours of departure and stoppages on the line, which are to be altered or regulated according to the convenience of the Post-office; the Post-office to be allowed a special carriage, or as much space as is occupied on four wheels; the directors to build the body in all respects according to the plan or notions of the Post-office authorities; persons belonging to the Post-office and *bonâ fide* employed on Post-office business on the railway, and having charge or custody of the mails, to go free in this carriage.

4. As this question has been put to the directors, as to what they would demand per trip, be bound by the conditions of the second point, find the Post-office half the space which is occupied on four wheels, build the body of the carriage according to the notions of the Post-office, and convey persons of the Post-office *bonâ fide* employed on Post-office business on the railways free, they state they will agree to give the above convenience on payment of 5 *l.* sterling per trip on a day train.

The directors wish the Post-office authorities to understand distinctly, that they are willing to allow them to employ their own engines and carriages, on moderate tolls being paid for the railway, less than the directors are legally entitled to demand.

P. M.

Liverpool, 28 November 1837. *G. L.*

P. S.—Mr. Louis has distinctly stated to Mr. Moss that the Postmaster-general will consider it to be his public duty, whichsoever of the above points be selected, to demand precisely the same convenience on Sundays as on other days, as regards the hours of arrival and departure, and the working of the trains. To this statement Mr. Moss has replied as follows, (*vide* his letter of the 23d instant, of which the following is an extract):

"Whenever the question of Sunday departure comes forward, I trust I shall prove to your satisfaction that there will be no occasion to start trains from large towns during the hours devoted to religious worship; and it must be distinctly understood that the Grand Junction cannot enter into any agreement after February next for travelling on the Liverpool and Manchester Railroad contrary to their bye-laws; if the inhabitants of London, Manchester, Liverpool, and Birmingham do not, by any public expression, ask for trains on Sunday, &c. the owners of the railroad are willing to forego the profit arising from such traffic. I do hope that Her Majesty's Government will not, by any legislative enactment, compel them to furnish accommodation beyond what is absolutely necessary."

140. Will you state in what respect you considered the terms of this contract, either excessive or inconvenient?—It appeared to me, as compared with the sum that we now pay, to be very expensive. We pay for one trip on the average, from Birmingham to Liverpool, 1 *l.* 1 *s.* 4*d.*, and the demand made for this train was 10 *l.*; it was an increase of 9 *l.*, which appeared to me to be very heavy. The reason given by Mr. Moss to me was, that as it is a night train the directors would be put to a very heavy expense to maintain it, and that he did not conceive that a less sum should be charged to the Post-office. I then pressed particularly upon Mr. Moss that he should state to me what would be a remunerative price to the company, and that all above that remunerative price, arising from passengers and parcels, should go to the reduction of the charge made to the Post-office, till it came to what might be considered a fair charge. That was the gist of my argument with Mr. Moss, to which he objected.

141. Upon what grounds did Mr. Moss object to that part of your proposal?—Mr. Moss did not seem to give any particular reasons for it. I think generally, he said that if a train were sent at night, it would draw from their day trains, and that it was not a fair way to judge; for that those persons who went by the night train, if there were no night train, would go by the day train, and that they still would

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would have the profit of them. But I thought that proposition so fair and reasonable, that I pressed it particularly upon him.

142. Did you endeavour to make any calculation as to what would be a fair sum for the company to have asked for the special train?—It is very difficult. I rather took the data given me by Mr. Moss. He stated that a train would cost at least 14 *l.* 10 *s.*; I think that was the price he said for sending an engine.

143. Mr. *Easthope.*] For the night or day?—I do not know whether he made a distinction between a night and a day train, but he gave that as the general expense. He said that they might take it at 20 *l.*; but he said that the company would receive no tolls, even if this 20 *l.* were paid them; they would receive no interest upon the original outlay.

144. *Chairman.*] Is it not the case that the using the railway for a train at night necessitates the employment of many people, who would not otherwise be in the employment of the company?—I should think there could be no question of that.

145. Therefore it would be reasonable to ask more for a train at night than for a train in the daytime, independently of the less probability of its being made use of by passengers?—Decidedly it would be more reasonable.

146. Did you ever yourself endeavour to form an estimate, or have you ever consulted any engineer upon the subject, who could give you an estimate of what would be a fair charge for the use of a special train at night?—I made inquiries as to the cost of a first-rate engine, and of a tender and of a carriage, supposing that a train was used specially by the Post-office, or by any body of persons; and I have the answer, but it really is hardly data to go upon; and I dare say it requires much correction, but I give it as I received it from the engineer at Manchester. He said that the price of a first-rate engine would be about 1,400 *l.*, and for a tender 230 *l.*, and that a couple of carriages, such as I named to him, would be about 860 *l.* more, making a total of 2,490 *l.* for those articles; and then there is the wear and tear of all these. This was put down with reference to the question, whether it was possible for the Post-office to employ an engine profitably.

147. What conclusion did you come to upon that subject?—It was very vague, and not at all satisfactory. Putting 15 per cent. upon the outlay, I made that somewhere about 400 *l.* a year; and then there is the engineer, which would be about 120 *l.* for his wages, and the man for the tender would be about 90 *l.* or 100 *l.* I am supposing these engine-men could go to and from within the 24 hours; then coke for the journey to and fro was estimated at about 1,400 *l.* a year; then we should have all the difficulty about the tolls upon the passengers, supposing the Legislature were to pass some Act by which the Post-office could employ its own train, and take a limited number of passengers, so that the train might go with a greater speed than any other. There would then be the difficulty of levying the toll upon the passengers, and it is difficult to estimate what number of passengers would go; but I assume that 20 might go, or that the tolls were paid upon 20, whether 20 went or not.

148. Lord *Granville Somerset.*] Is there anything in the Railroad Act which forces them to keep the railroad open all the 24 hours?—I think there must be some time allowed for repairs.

149. Supposing that the Post-office, as the law now stands, chose to become carriers upon that railroad, has the Post-office any power of sending a train at such hours as it might select?—I do not think it has.

150. Therefore, supposing you had a separate establishment, you are still to a certain extent in the power of the company?—Most assuredly, unless some law is passed.

151. And you are also, to some extent, at the mercy of the railroad company with regard to the amount of tolls which they might put upon your carriages, because, although they cannot go beyond a certain price, it does not follow that they should require that price?—Mr. Moss stated to me that they were willing to take tolls much less than they could legally demand.

152. Would they be willing to take tolls much less, supposing you were the carriers, or supposing that they were the carriers?— If they were the carriers, of course there would be no toll.

153. Of course the toll might be merged in the price which they would charge; but, supposing that they were not the carriers, did they say that they would

would take less toll than the amount authorized by Act of Parliament?— Decidedly.

154. Did that difference refer to night travelling, as well as day travelling?— I apprehend it applied to any period of the 24 hours.

155. Is not one great source of expense in the night travelling, the keeping up an establishment of policemen, and watchmen, and other persons, independent of the expenses they incur of persons going with the train?—No doubt of it; and they expect that the night train will be less profitable, because so many passengers will not go.

156. Was any distinction drawn by Mr. Moss as to the price that he, on the part of the company, would demand, as the price for allowing the Post-office to send a night train?—He made no distinction.

157. He made no objection to keeping the railroad open for your trains during the night, but he said that they must be paid if you were the carriers?—In answer to that, I will read what he said: "The directors wish the Post-office authorities to understand distinctly, that they are willing to allow them to employ their own engines and carriages, on moderate tolls being paid for the railway, less than the directors are legally entitled to demand."

158. Supposing the Post-office were to adopt the alternative of employing carriages and locomotive engines of its own, do you conceive that any legislative enactment is necessary to enable it to perform the public duty satisfactorily?—I should think it would be absolutely necessary, inasmuch as we should be always at the mercy of the railroad directors first to get upon the train; it is their property which you have to cross before you can get upon the railway; you can run from one railway to another, where an intersection takes place; but although the law allows you to run along the railway, there is a difficulty in getting on it.

159. Do you mean to say that the law is so framed, that though a private party may have the power of running engines upon the road, he shall have no power of access?—I do not say exactly that; but other parties have no places for their servants and their agents, which amounts to a practical prohibition.

160. So that in fact the idea of keeping a separate establishment of engines, on the part of either the Post-office or of any private individuals, is illusory?—It seems to me something like it, except one railroad runs into another.

161. Did you take any means to ascertain how far it was probable that Mr. Moss's impression of the inexpediency of running night trains was well founded, with reference to passengers?—He distinctly stated that he believed night trains would be very expensive, and not at all remunerative to the company; that at first there might not be sufficient confidence on the part of people to travel by railroad at night, till they became more known; but he said that they would run all risks upon the payment by the Post-office of 10 *l.*

162. Did you take any pains to ascertain how far this impression of Mr. Moss's was likely to be realized; did you make any inquiries as to the probability of night passengers, supposing there were night trains established?—It would be mere matter of opinion; I could not arrive at it satisfactorily by any inquiry. I think, in my own mind, that the night travelling would be just as much adopted as day travelling; I feel such entire confidence myself in the railroads, that I should not hesitate travelling any length of distance at night, and therefore I think the public generally, when they become more acquainted with them, will feel the same confidence.

163. Looking at the travelling as it exists on the old system, and the importance of communication to different parts, do you consider it probable that there would be night travelling, supposing the Post-office established a night train?—I think it would, when the whole line is open for a very long distance; for instance, from London to Liverpool.

164. Then to that extent you do not think that Mr. Moss's opinion as to the non-probability of night travelling was a valid one?—No; I certainly thought there would be night passengers, independently of the Post-office, and it was for that reason that I urged him so strongly to fix a sum, and that any return above that sum should go to the reduction of the Post-office charge, to bring it to a reasonable charge, because 10 *l.* is 2 *s.* a mile, which is a great price, the Post-office hitherto never having paid for mail-coaches, upon an average, above 2 *d.* and one-sixteenth.

165. Is not that more than 2 *s.* a mile?—In fact, between Birmingham and Manchester

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Manchester and Liverpool it is right to say that there are 116 miles travelled; four of those miles are travelled by two sets of engines which are unnecessary for us, but I dare say it would not be convenient for the Grand Junction Company to separate at the intersection of the two roads, having their own establishments at Warrington, so that there are four miles from Warrington to Newton double, making 116 miles, but in the other it is 112; that should be distinctly understood in all these arrangements.

166. You have stated that Mr. Moss gave you certain data upon which he formed his opinion of the propriety of his demand?—Yes; I have already stated the paucity of passengers and the great expense they must be put to by keeping persons employed by night as well as by day.

167. Has not it been the custom of the Post-office, with regard to mail-coaches and contractors applying to have a higher remuneration than they were enjoying, to call upon them to show their books, so as for the Post-office to be able to judge how far their demand for increased allowance was correct?—It has in certain cases.

168. Did you make any request of that sort to the railway company?—No, I did not; but I know that their night train has gone with one passenger; but I made no direct inquiry.

169. You made no request, during your discussions with the railroad company as to what they should demand and what you should pay, to see their books, so as to ascertain the real outlay that running the train was likely to cause?—No, I took Mr. Moss's declaration as to the expense.

170. But you did not go into the particular items?—No.

171. In forming your judgment as to whether this was a great demand or a small demand, you did not go into any calculations as to either the outlay in money of forming the railroad, or the actual outlay that the train passing from one part to another would cost?—I went into no particular inquiry upon that subject.

172. Then your judgment is formed rather upon impression than upon any positive calculation?—It is a good deal.

173. *Chairman.*] Still you thought that it was not fair that the circumstance of whether those night trains were or were not in any degree remunerative should be entirely left out of the question?—No; I hope I have made myself quite clear upon that subject. I thought that if we paid the 10 *l.* we should have the benefit if it was remunerative; I found that we were as entirely in the hands of the Grand Junction Railway as we are of any railway. I considered 10 *l.* a very heavy charge, particularly for a day train, (and I shall have something to say about day trains). But I felt at the same time that it was equitable that there should be something more paid for a special night train than for a day train, on account of the greater outlay.

174. What was the price asked for a special day train?—That part of the negotiation was not at all satisfactory to me, as I have stated to the Postmaster-general; but there was a particular condition made, that what we call the grand train, the eight o'clock dispatch at night, and the train that would bring the letters into London in the morning, should be considered night trains. When there was a discussion about day and night trains, I called upon Mr. Moss particularly to state what he considered day, and what he considered night ones. I told him it was essentially necessary to understand that point quite clearly, and we fixed that point, but he still made an exception for this grand train, although it might go within the day hours.

175. What did you agree upon as being night hours?—It will appear in the paper I have delivered in to the Committee that any period between 6. 30. A. M. and 6. P. M. was to come within the meaning of day trains. This I pressed, but Mr. Moss inserted, "This not to include the night or grand dispatch to London or from London."

176. What do you apprehend was meant by that expression?—The inference I drew from it was, that the directors thought that they ought to be paid heavier for that train under any circumstances, whether night or day.

177. Can the grand dispatch ever be conducted by a day train?—According to our proposed arrangements it will not, when the London and Birmingham is entirely opened; but till that is opened, or when it is opened only partially, the grand dispatch will start for London just about within the day hours; that is, when it is opened from London to Denbigh Hall, and from Birmingham to Rugby.

178. In

178. In that event did Mr. Moss state any reasons to you for thinking it right to demand the price of a special night train for a day train under those circumstances?—He was determined to have the price for this grand dispatch, whether it was day or night.

179. Did he give you any reasons why he thought it just on the part of the railway company to ask this price for the grand dispatch if conducted by a day train?—The reasons were generally that there was so much bulk carried, that it was right that they should have it, and that it was such an important dispatch altogether; but it is just that I should at the same time say that we were to go at our own hours, and to have the entire control of this train in the day as well as in the night; but I cannot help saying, that so far as the charge was for a day train, it did seem to me enormous, if it came within reasonable hours.

180. Mr. *Hutton.*] Did the company justify their additional charge for a day train by any statement which appeared to you intelligible as accounting for the great increase?—There was no particular attempt at justification or explanation.

181. *Chairman.*] Did you state your objections to Mr. Moss against this proposition?—I did; and I urged Mr. Moss again and again to leave it out of the question; I thought it not necessary.

182. Did not Mr. Moss, in reply, state the grounds upon which he thought this a fair and reasonable proposition?—He gave me no particular reasons, except the general reasons that persons would give of the great outlay and expenditure of the railway.

183. Did you go into any calculation with him upon the probability of an increased outlay which would justify this demand?—I did not.

184. Why did you not do that?—I had no data or means by which I could enter into any calculations.

185. Did you ask him to furnish you with the data upon which he made this demand?—I did not.

186. Mr. *Easthope.*] Was it stated by you that in sending the mails by the grand train, as it is called, you would delay that train by any stoppage that you would require?—No; we should have the entire control of it.

187. Having the entire control, should you require it to stop when it otherwise would not require to stop?—No, I do not apprehend that we should.

188. You stated that you thought the 10 *l.* excessive; by what rule of calculation did you arrive at that conclusion?—By our paying only at this moment 1 *l.* 1 *s.* for the same convenience under a previous bargain.

189. Did you take it by any comparison with what was then paid by the other conveyances on the road, or anything of that sort?—Not only by the Grand Junction Railroad, but by the other railroads that we employ, the expense is excessive.

190. Did you take into account a comparison of the expense by the common roads?—I can do that at once: this is nearly 2 *s.* a mile, and we pay by a common road for mail-coach about 2 *d.* and a sixteenth.

191. Mr. *Greene.*] Did you understand in your conversation with Mr. Moss, that the company either do or that it is their intention to run night trains themselves?—No; they distinctly told me not.

192. Therefore, the whole expense of keeping the railroad open at night would occur solely on account of the Post-office?—I was informed so; but I am speaking now more particularly with regard to the charge being made by the day for this grand train; not that it is matter of any material consequence, for I think after a short time it will be a night train, if the present hours of dispatch are preserved out of and into London.

193. Mr. *Easthope.*] Did you not state that you would require the police and those people employed on the railway, in case you set up a machine yourself, to be entirely under your own control?—I had no discussion with Mr. Moss about that.

194. Does it appear to you from what you have seen, and as far as you have inquired upon that subject, that it would be practicable, without great inconvenience to both parties, to have two sets of trains, one under the control of the Post-office, and another under the control of the railway?—I think it would be very inconvenient. I do not know what the law might do for us, but if the Post-office should ever employ on grand trunks of railroad its own engines, there must be some arrangement entered into; but the Post-office could never go into the detail so much as the company. It must be very peremptory in its mode of conducting such a train, without taking any but long passengers.

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195. Do you think it would be practicable, without great inconvenience to both parties, to have two sets of servants upon such conveyances?—I should say undoubtedly it would be, if servants were really necessary in the intermediate places for the Post-office. It occurs to me (but I express this opinion with very great deference), that if the Post-office were ever to engage its own servants or engines, it must take only long passengers; it must not be impeded by short passengers.

196. *Chairman.*] Do you conceive that subjecting trains to a regulation such as that would have the effect materially of decreasing the number of passengers that would go by them?—Perhaps if a train were established upon this superior kind of footing, such as we estimate the mails, being a superior travelling to others, it might become a kind of fashion to go by the mail-train, and people would pay a higher fare perhaps; I think it not improbable.

197. Still passengers that wanted to go short distances would of course not go by trains that did not furnish them with means of stopping?—But the first-class trains now do not stop, except at certain places; and the Post-office must be still more peremptory in that respect. I was only assuming that it was possible for them to employ their own engines. The directors having made that proposition, I thought it right just to entertain it, without being able to say whether it would be prudent for the Post-office to adopt such a course.

198. Mr. *Wallace.*] Are not the fares by the mail-carriage higher than the other fares along the railway?—Yes; they are 4*s.* higher from Birmingham to Liverpool and Manchester, but then it is for greater accommodation; I believe they take only four passengers instead of six in the carriage, and there is one of the mail-carriages takes only two, a very large carriage.

199. Mr. *Loch.*] Under the existing Act do you conceive that the Post-office is entirely in the hands of the railroad companies?—I think so.

200. *Chairman.*] You think they may impose practically any conditions they please upon the Post-office, and that the Post-office is without defence?—I think so.

201. Mr. *Loch.*] Then as far as the Post-office mails are concerned, the railroads act as a perfect monopoly?—It appears to me so, entirely; they have cut from us our ground; our means of conveyance are taken away. Besides, even if we could keep anything like pace with them, which is not at all probable, the public would not be so satisfied; but it is quite impossible to keep pace with them. There is no question about the regularity of the coaches being greater than that of the railroad, for from inquiry I have made, I find all railroads more or less irregular. I have been reading the reports of the Liverpool and Manchester, when it commenced, and I observed that the irregularity is particularly complained of; that has since improved.

202. Lord *Granville Somerset.*] In that respect, if the Post-office had an establishment of their own, would you not be more likely to be regular than you are under the present system?—I should think so; but still, if an accident happens to the engine or to the axletree, or anything of that sort, it would be liable to the same, and the want of a single screw upsets the whole machine.

203. Is it not notorious that the circumstances of the weather and the wind have an influence over the pace which a heavily loaded train can go?—There is a printed return of mine, showing that there is a longer time taken in the winter from Manchester to Liverpool than from Liverpool to Manchester, owing entirely to the wind prevailing from the south-west.

204. Then, supposing the Post-office had railroad machines of their own, would not they regulate the power so as to supersede any ordinary occurrence of that nature?—If it was possible for the Post-office to have its own engines, if it found it reasonable and right to do so, of course it would take care not to have too heavy loads.

205. Would not you provide sufficient power to overcome all those ordinary impediments or variations of weather which have caused considerable delay?—That is a question to which an engineer would be better able to give a satisfactory answer. I ought to say, that if the 10 *l.* train is agreed to by the Post-office, we are assured that engines will be kept at certain distances on the line to aid and to be always ready.

206. Then supposing you entered into that contract with the company, would you guard against the probability of the power of the engine being overloaded?—The penalty that the company would subject themselves to by a violation of the contract

contract which they are ready to enter into, would set that right; they would take care of that for their own sakes.

207. The penalty would be so considerable that it would be their interest to take care that the engines should not be overloaded?—Yes; and I should certainly recommend some more summary mode than that spoken of in this paper; some graduated fine for loss of time would be a good remedy.

208. Mr. *Wallace.*] Does not the paper that you have given in, showing the different sums demanded by the railway company, include penalties for not keeping time?—Under that proposed agreement they would render themselves liable to a penalty of 500*l.*

209. *Chairman.*] Was there any stipulation in the agreement that you made with the directors of the railway company with regard to using the railways on Sundays for the service of the mails?—It was not an agreement, it was a mere memorandum. I will briefly state what passed: "Mr. Louis distinctly stated to Mr. Moss, that the Postmaster-general will consider it to be his public duty, whichsoever of the above points be selected, to demand precisely the same convenience on Sundays as on other days, as regards the hours of arrival and departure, and the working of the trains." To this statement Mr. Moss has replied as follows [*vide* his letter of 23d ultimo], of which the following is an extract: "Whenever the question of Sunday departure comes forward, I trust I shall prove to your satisfaction that there will be no occasion to start trains from large towns during the hours devoted to religious worship; and it must be distinctly understood, that the Grand Junction cannot enter into any agreement after February next for travelling on the Liverpool and Manchester railroad, contrary to their bye-laws. If the inhabitants of London, Manchester, Liverpool and Birmingham do not, by any public expression, ask for trains on Sundays, &c., the owners of the railroad are willing to forego the profit arising from such traffic. I do hope that Her Majesty's Government will not, by any legislative enactment, compel them to furnish accommodation beyond what is absolutely necessary."

210. What would be the effect upon the Post-office communications of entirely preventing trains from carrying the mail-bags upon the railway on a Sunday?—It would be almost impossible for me to state what it might be, but it would decidedly produce great delay. It is here limited to the hours during Divine service, and whether that would be applied merely to the starting of trains during those hours, or to the continuation of trains already upon the road, makes a material difference, because, if they are to stop during that period, the delay will be much greater.

211. Did you understand Mr. Moss to mean that that bye-law of the company would be rigidly enforced?—It is a bye-law not of that company, but of the Manchester and Liverpool.

212. What is that bye-law?—This is the bye-law of the Liverpool and Manchester Railway: "No carriage for the conveyance of passengers shall be allowed to pass along the railway on the Sabbath-day, between the hours of ten in the morning and four in the afternoon."

213. Did you understand Mr. Moss to say, that it was his belief that that bye-law would be enforced against the Post-office?—He said that distinctly.

214. What would be the effect, in your opinion, upon the Post-office communications, of rigidly enforcing that bye-law?—Looking at the Post-office communications, as they are at this moment, it would delay the arrival at Liverpool perhaps a couple of hours, and delay the departure somewhere about that period. I do not speak quite positively. Then a special communication might be established by post-horses or other means from the point where the Grand Junction control ceases, to Liverpool and Manchester, both ways.

215. What would be the effect produced upon the communications of the Post-office to the North?—To the North, at this moment, there would be no injury done. But we must look forward a few months, when the railroad to Preston will be opened. Then the effect would be, that the communications to the North would be delayed. When the railroad is opened the whole way from Birmingham to Preston, the mail, which departs from London at eight o'clock at night, would reach Preston before the hours of Divine service; but putting that out of the question, supposing the same rule is applied to those places as to Manchester and Liverpool, there would be a delay of four to five hours, besides the inconvenience of disarranging the coaches for that particular day.

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216. *Chairman.*] Has there been any negotiation on the part of the Post-office with the London and Birmingham Company, in anticipation of that railroad being opened?—We have had a good deal of communication at different times, and I had the honour of waiting upon the directors the day before yesterday.

217. Lord *Sandon.*] By the time when this contract ceases with the Grand Junction, namely, in February next, will it be any inconvenience to the Post-office to observe the limitations, with respect to the Sabbath, which are imposed by the bye-law of the Liverpool and Manchester Railroad?—So far as the London post goes, I do not apprehend it will: but I am not in a position to make that statement; for we have come to no arrangement with the London and Birmingham Railway directors yet.

218. But you anticipate an arrangement by which that will not be inconvenient?—As regards the London post; but we have a dispatch from Liverpool, and a dispatch from Manchester, and a dispatch from Birmingham, now, at half-past eleven in the morning, for local purposes, and for conveying bye correspondence. That is to say, from Manchester and Liverpool to Birmingham, and from Birmingham to Manchester and Liverpool, quite independent of the London communication. We have then a dispatch from Birmingham at half-past two again, which is independent of the London.

219. Would that come across the railway at the forbidden hours?—Yes; the half-past eleven would; not the half-past two. But I think we ought to assume, when there is this difficulty thrown in our way, that the same difficulty may arise on other railroads.

220. Would you not think it desirable, in making any Post-office arrangements, as far as you could consistently with the consideration of public convenience, to endeavour to avoid interfering with the moral and religious feelings of the great population with which you come into contact?—I act solely as an agent; and I must be guided by what the Postmaster-general would direct in that matter.

221. Mr. *Gillon.*] Do not you consider it indispensably requisite, looking at the more extended chain of communication by railway, that the Post-office should be completely unfettered by any bye-laws of railway companies as to travelling on Sunday?—I think it should be unfettered.

222. Do not you think it is dangerous to admit the principle of the establishment of bye-laws, which, though not inconvenient at present, may afterwards be the occasion of great and general inconvenience?—I think it would, certainly.

223. Mr. *Wallace.*] As superintendent of mail-coaches, and consequently cognizant of the whole undertakings of the Post-office through the means of mail-coaches, do not you consider that it would greatly cramp and inconvenience the arrangements and expediting of the mails throughout the country, if any bye-law or other law should interrupt the Post-office upon the Sunday by a railway any more than by turnpike-roads?—It certainly would, if the communication came within those hours, most assuredly.

224. Do you not contemplate that mail-coaches must be travelling on railroads upon the Sunday at all hours, as they are now travelling at all hours upon turnpike roads?—They would most assuredly, if the communications are dispatched to London in the morning.

225. Without looking to London, but looking to Ireland and Scotland, when railways become general, would it not be necessary that the Post-office, for the convenience of the public, should have a right to run their mails at all times on Sundays along the railways as freely as they do along turnpike-roads?—I think undoubtedly they ought to have the right of doing so.

226. Mr. *Easthope.*] Upon a consideration of that subject, do you deem it to be essential to the convenience of the Post-office that it should have that power?—I should say, as a general answer, certainly.

227. Have you reflected upon the subject sufficiently to form an opinion that there would be great practical inconvenience resulting from sections of railroads being under the influence of bye-laws against Sunday travelling?—I think it would be very inconvenient.

228. And therefore you think, in the present imperfect state of railway communication, it would be dangerous to the public convenience if there were any positive rules laid down?—I think it might be.

229. Mr. *Wallace.*] Will you state to the Committee what has been the effect of the delays which have taken place between Birmingham and Warrington, both ways, upon the communications to the north of England and Scotland, especially

to

to Edinburgh and Glasgow?—There has been a considerable delay and time lost on different occasions between Birmingham and Warrington, which has affected the arrival both at Glasgow and at Edinburgh; on some occasions very considerably.

230. Will you state the result and the effects of those irregularities?—I have not the paper which applies to Glasgow and Edinburgh, but I can show the time which has been lost between Birmingham and Warrington, owing sometimes to the breaking of an axletree, or sometimes from want of water or other causes. I thought, from what I saw in the newspaper, that it was attributable to the coaches, and not wholly to the railway, and I thought it right to examine the bills very carefully, not exactly from the commencement, but beginning at the end of the first month, because everything was so much in disorder at the commencement, and I found that although there are three mail-coaches travelling nightly 108 miles, with all the liabilities to casualties and accidents, and the road at this moment between London and Birmingham is in a very imperfect state owing to improvements going on, I found there were six failures only from August 1st to November 30th, inclusive, in the coaches' arrival at the railway station at Birmingham. There were three not above five minutes after seven, one was 12 minutes after seven, and two 25 minutes after seven; but I have assumed that we ought to be there at 10 minutes before seven to allow 10 minutes for the transfer of the bags; and then that the Post-office will stand as follows with regard to the mails: that during August there was not one failure after that period; during September there was not one, and during October not one; but during November there were 10 times that they were after 10 minutes before seven for the three mail-coaches. There was one only three minutes behind its time; once three minutes; three times only five minutes; once 10 minutes; once 13 minutes; once 15 minutes; once 22 minutes, and twice 35 minutes, owing to accidents in some cases; one time a horse fell dead, another a horse kicked, and others the bad state of the road; in fact I have travelled over it myself two or three times, and it is almost in a dangerous state, and it is to me surprising how the time has been kept in the night.

231. Mr. *Loch.*] Have you ever received any communication from Sir Edward Lees, with respect to the state of the Edinburgh and Glasgow mails, arising out of those delays?—Yes, there have been representations.

232. To what effect?—Stating that there has been great inconvenience to the correspondence northward, and also that the new mail-coach to Dundee has sometimes lost the London mail of that day owing to its being essential that it should start at the precise hour, in consequence of the ferry across the Firth of Forth; there has been a loss seven times.

233. Then what became of the letters?—The letters to Dundee go by the other north mail in the afternoon.

234. That is a great way round, is it not?—It is. The fact is, that that mail is too precisely fixed to insure its regularity; if it does not go off at the exact moment, it is too late for the ferry.

235. Mr. *Easthope.*] You stated that the reason why the mails had been delayed in the month of November much more frequently was the bad state of the road?—November is a very bad month generally.

236. Is there any specific cause besides the weather to which you attribute the present bad state of the road?—It is under repair. At this moment very large works are going on, cutting through hills, and filling up vallies.

237. Will you state anything you know about these repairs?—I am unable to give any precise information; they are making a tram-road I have observed.

238. Mr. *Loch.*] Do you carry the mail by the Newcastle and Carlisle railroad?—No; we have not found it convenient to do so.

239. Lord *Granville Somerset.*] With regard to the right of the Post-office to charge a high rate for passengers in case of their keeping engines of their own, you said that you have never looked at the Act of Parliament under which the Grand Junction Railroad is incorporated?—No, I have not.

240. Will you have the goodness to look at the Act? (*the same being shown to the Witness*). Do not you see, by clause 106 in that Act, that no parties, whoever they may be, who carry passengers along that railroad, can charge beyond a definite sum for each passenger?—Yes; I perceive that they cannot charge above a definite sum.

241. Including the railroad rate?—Yes, including everything.

242. That being the case, then, whatever superior advantage a railroad train belonging

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belonging to the Post-office might possess, the Post-office could not charge any very extraordinary price by way of remuneration?—Not any very extraordinary price, but still perhaps a higher price than would be charged for common carriages.

243. Do you conceive that that higher price could in any degree recompense the Post-office for the very extraordinary outlay that having a special establishment for these matters must necessarily cause?—I doubt whether it would.

244. Will you state what the prices are which are authorized by the Act?—They are authorized to charge for every person conveyed in any uncovered carriage a sum not exceeding 2 ½ *d.* a mile; for any person in a covered carriage a sum not exceeding 3 *d.* a mile; for every person in a four-inside or mail-carriage, a sum not exceeding 3 ½ *d.* a mile.

245. Mr. *Hutton.*] Can you state how much less than that sum is now charged?—The charge for a passenger from Birmingham to Liverpool for a common carriage is 1 *l.* 1 *s.* for 97 miles, and the charge by the mail is 1 *l.* 5 *s.*, that is about 3 *d.*; the additional halfpenny would be about 4 *s.* more.

246. *Chairman.*] Are the Committee to understand, that the result of your observation leads you to conclude, that it would be impossible for the Post-office to undertake, on its own account, to carry the mails upon the railways at anything like a reasonable expense?—From all the inquiry I have made, it seems to me that it would be very difficult, if not impossible.

247. Do you then conclude that the power of having an establishment of its own is no effectual check upon the monopoly which the railway companies possess?—I doubt whether it be, but that must be the result of very great calculation.

248. Have you made those calculations?—The calculation I have made is so rough, that I can hardly say that it is to be depended upon. I made inquiry with regard to the expense of an engine; but I am unable to say what the per-centage is for wear and tear; they tell me that it lasts 10 years.

249. Must not you have officers and engineers of your own?—You must either do that or hire locomotive power.

250. Does not the property on both sides of the railway exclusively belong to the railway company?—Immediately on each side.

251. Then, except by the permission of that company, the Post-office could not establish the stations which would be necessary in the event of its having an establishment of its own, and trains upon the railway?—It would seem to me impracticable for the Post-office to take any steps independent of the railroad proprietors; it must be done by their consent, in a great measure, as to the use of their station-houses, and particularly their station-houses at the termini.

252. Do you believe that in the event of the Post-office thinking fit to establish upon the railways its own trains, the companies would be ready to furnish the necessary facilities to the Post-office for that purpose?—I can only say, that in all my communications with them there seems to be a great readiness to comply with our wishes, except when we came to the point of price.

253. Did you ever ask them that question, whether they would be disposed to facilitate an establishment of that kind on the part of the Post-office?—So far as the Grand Junction is concerned, I think their own proposition, that they would let the Post-office go on lower terms than the Act authorizes them to demand, seemed to show a readiness to do that.

254. Mr. *Easthope.*] Are you aware that the railroad proprietors are not compelled by the Act of Parliament to be carriers?—I have understood so.

255. Are you aware that they are compelled by Act of Parliament to afford all those facilities that they themselves possess to anybody that may choose to become carriers?—I have not examined the Act.

256. Mr. *Greene.*] But even if there were not a clause to that effect, is not it competent to any person to make a railway connecting with the great railway?—I should apprehend so, by an Act of Parliament.

257. Lord *Granville Somerset.*] Even supposing you made this arrangement, according to your own view of what is right, with the Grand Junction Company, must you not after that make arrangements with other companies, such as the London and Birmingham, and others, before the communications can be properly established?—Yes.

258. And also continuing the railway communication in every direction you will have to negotiate with different companies?—Yes.

259. And

259. And, therefore, if you attempted to put railroad engines belonging to the Post-office on any particular railroad, an arrangement which might be convenient so far as that railway was concerned, might be overturned at the will of other companies?—Yes, as I said before, the only way in which it can be at all entertained must be upon some grand trunk, not upon shorter railroads.

260. Therefore you would be exposed not merely to the difficulty of getting over the opinions or pretensions of one particular body of railroad proprietors, but you would have to fight the battle probably with other railroad companies before you could do anything really efficient?—Under the present state of things, unless some law was passed.

261. Therefore what the Post-office requires is a law which should override all local or partial legislation, and enable the Post-office to look at the subject with regard to the grand communications throughout the country?—Yes.

262. *Chairman.*] You stated that there had been some negotiation between the Post-office and the London and Birmingham Company?—There has been some, but there has been nothing definitively settled.

263. You cannot state any terms that were proposed by the London and Birmingham Railway or by the Postmaster-general?—No, it is not in my power to do so; in fact, I think the question of terms has not been much discussed, but it was promised by the directors that the Post-office should hear from them shortly upon the subject.

264. Lord *Sandon.*] Have you made any inquiries which led you to form an opinion whether or not it would be possible to contract with other persons, not the directors of the railroad, to furnish locomotive power for the conveyance of the mails?—I have not. If the Post-office had its own engines, and went independently of the railroad proprietors as carriers, the only reasonable plan seemed to me, to be for them to hire locomotive engines.

265. You have not yet ascertained whether a class of persons exists, who would be inclined to undertake, as a trade, the furnishing of locomotive power upon railroads not their own?—I have not made any inquiry upon that subject.

266. Mr. *Wallace.*] Under the agreement you now have for having the mail carried between Birmingham and Manchester and Liverpool, have you any control over the time within which the mails shall be conveyed?—We have not. The railroad proprietors declined to sign any contract; a contract was prepared and sent to them, but they decline executing it.

267. At present, it is in evidence, that occasionally the delays are to the extent of two hours, or even three hours and a quarter. Now those delays may be increased to any extent under the agreement you now have?—Most assuredly we have no power over them, at this moment, by penalty, or any other means.

268. Only by remonstrance?—We write to them immediately, and we find them anxious to do the best they can to remedy any delay.

269. What is your own opinion as to the cause of the delay generally?—Though I am no good judge in matters of that kind, I think it has a great deal arisen from the thing being in its infancy, and that all their arrangements have not been completed. I hear also that they have been disappointed as to the supply of engines; but I should think that after a time they will get more regular. Indeed, from the negotiation which I have put in, the Committee will observe that they will subject themselves to penalties if they exceed the time.

270. Do you send the time-bills all the way from London to Edinburgh and Glasgow?—We do not, under these new arrangements. The old time-bills went the whole way to Edinburgh, but not by Carlisle; and when the arrangements are more finished, there will be arrangements to send the time-bill through to Edinburgh.

271. Why do not you send them both ways?—There is such a very limited time for transferring the bags, and handing over the bill from the guard, and getting an answer as to what may have happened in the intermediate space, that it was considered more convenient to have two bills. But after a little time that will right itself, and we shall have the bills through again.

272. Then the postmasters at Edinburgh and Glasgow have no means of knowing whether it is the mail-coaches which have caused the delays which have taken place?—They have not at the moment, but they always know the cause. One guard communicates it to another, and although it may not appear specifically in the time-bill, it is known.

273. Would it not be expedient, now that that establishment has gone on several months,

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months, to cause the time-bill to be sent both ways?—I do not see any practical objection to it after a little time; but we rather delayed it till we got the Birmingham Railway opened to Denbigh Hall from Rugby; but I apprehend that it is a thing that might be effected. We might have short bills as well as the others.

274. Mr. *Loch.*] Under the new contract it is proposed to take a longer time than before from Birmingham to Manchester and Liverpool?—Yes; half an hour one way, and a quarter of an hour the other.

275. What is the reason for prolonging the time?—That the time which has been fixed has been so often exceeded. But I understand that they hope to keep the four hours and thirty minutes; but they will not be liable to a penalty for not keeping the time at present.

276. *Chairman.*] When you were conducting this negotiation with the Grand Junction Railway Company, were you aware of an agreement entered into in 1833 between the Duke of Richmond, who was at that time Postmaster-general, and the Grand Junction Railway Company with respect to the charge that was to be made to the Post-office?—I was not.

277. That agreement was never alluded to on the part of the company nor by yourself?—It was unknown to me entirely; it was not alluded to by the company.

278. Have you seen the minute of the Duke of Richmond upon that subject?—I have.

279. Do you think that if the provisions which are contemplated in that minute were carried into effect, the Post-office would be enabled to have the mails conveyed upon easier terms?—The terms appear to me to be reasonable. It seems, as all the papers of the Duke are, to be most sagacious and applicable to the difficulties that he expected the Post-office would encounter. But it is right to say that we have paid the Grand Junction much less than we should have paid by the Duke of Richmond's minute; so that, as far as the Grand Junction has hitherto been concerned, they appear to me to have been considerable losers, as far as terms are concerned.

280. Is it, therefore, your opinion that the Grand Junction Railway may fairly raise its price upon the Post-office considerably, although you think that that rise has been too great in the terms that they asked you?—If they were to raise it even to the terms of the Duke of Richmond, it would be considerably higher than now; but it depends upon whether the trains are special or not. The grand distinction to be made is whether we regulate the time of dispatch, or whether they do. If they regulate the time of dispatch, I cannot help thinking that we ought to go at a very reasonable rate, and I think that the Duke of Richmond's proposition was a very wise and sagacious one, and very proper; a penny a mile for the passengers, and a penny a mile for the mail.

281. Mr. *Wallace.*] Have you offered any additional remuneration to the Grand Junction Company to carry the mails more regularly for you, finding you have no control over them?—They have given us notice to quit, and in the negotiation we had with them we were then prepared to hear what they had to say; and, as far as we were able, to judge what might be right, but we are obliged to comply with what they may demand.

282. Have you endeavoured in any way to have the mails more regularly carried by giving a more ample remuneration to the company?—We have not taken any means to do that. We have understood that they have exerted themselves to the utmost, and I am informed by some of the directors that they are getting engines to remedy all those inconveniences, which was almost impossible before, as I understand.

283. Would it not be reasonable, where so large a correspondence is concerned, to offer them at once some fair remuneration for taking what you call your two grand northern dispatches backwards and forwards?—We considered that the terms which we entered into with them were to run on till they got into a better state; it was always considered a temporary arrangement.

284. Mr. *Gillon.*] You have no penalty for not keeping time?—No; they declined entering into any contract upon that subject.

285. Mr. *Baring.*] Was it ever stated that the irregularities arose from your not paying them sufficiently?—No, I do not think it is the cause at all.

286. Mr. *Easthope.*] You stated that the railroad directors appear to have made every possible exertion in their power?—They do, certainly; we found every readiness

readiness to do what they could. They consented to wait on occasions of snow or inconveniences that might arise, that we could not control, and they have had an engine ready at other times when the regular one had started. Only the other day, we sent an engine to catch a train, owing to an accident that befel the coach.

287. Does not it appear to you manifest that they are still making increased exertion, and contemplate prospectively to give you much greater security for regularity in conveyance?—Most undoubtedly the result of my negotiation is entirely to that effect.

288. Do not you consider a great portion of the irregularity that has existed to be consequent upon the immature state of all their arrangements?—Quite so, as I have stated before; and I think there is no question about that.

289. In all your communications with the proprietors, does there appear any conclusive evidence of their wishing to make profit from the Post-office, or does not it appear to you that they are desirous of fixing as low a sum for their conveyance as they can afford?—I think that I have already answered that question as regards my opinion of the sum of 10 *l.* per trip, which appeared to me to be excessive, but I modified that by a statement, that it would perhaps not be excessive if they were obliged to go at night without passengers; and to render it fair and equitable to them, as well as to the Post-office, I pressed that they should give us a notion of what a remunerative price would be to them, and that all above that remunerative price should go to the reduction of the Post-office charge, until it became what would appear to us fair and reasonable.

290. You were understood to say that it appeared to you excessive as compared with 1 *l.* 1 *s.*, which they agreed for before?—Yes, and as compared with what we have always paid by mail-coaches.

291. Has there appeared to you any disposition on the part of the directors to ask a sum beyond that which they were obliged in consideration of their own expenditure?—I think my evidence as to the sum they have demanded must be an answer to that. I have already stated that whenever we use their trains at their own hours I think we ought to go at a very reasonable charge, on account of the means we have hitherto had for conveying the correspondence through the country being really cut away from us by their superior mode.

292. Mr. *Gillon.*] Do not you apprehend that unless you are protected by some legislative enactment the Post-office will be compelled to make exorbitant contracts with the railway companies to carry the mails?—I cannot say what we shall be compelled to do, but we shall be liable to that, and I think we ought not to be in that position.

293. Mr. *Baring.*] The Post-office must have been perfectly aware that the conveying of the mails by the railroads, when first the railroads came into operation, must be liable to these uncertainties and imperfections?—Certainly; I may state that I have looked over with care what took place upon the short road of the Manchester and Liverpool; 10 minutes lost in 30 miles is hardly observed, but when you come to multiply that by four it becomes important.

294. At the time it was under consideration whether they should adopt the railroad communication between Manchester and Liverpool you were aware that, at the commencement of the system, there must be these imperfections?—Certainly.

295. As far as the Post-office is concerned, of course it would have been infinitely more for their convenience to have waited till the system was matured?—Certainly.

296. But it was for the purpose of benefiting the public that the Post-office took steps for giving the public the benefit of whatever convenience they could from the new mode of communication?—Certainly.

James Brownell Boothby, Esq., called in; and examined.

297. *Chairman.*] YOU are a director of the London and Birmingham Railway Company?—I am.

298. Where do you reside?—In Liverpool.

299. Mr. *Loch.*] Have you any statement to make relative to the condition of the London and Birmingham Railroad, as connected with the Post-office service?—The railroad not having at present any connexion with the Post-office, I have no statement to make as to any connexion with the Post-office.

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300. Is there any statement connected with the London and Birmingham Railroad that you wish to make prospectively as to the conveyance of letters by the railway?—I wish to state the present position of the railway, and our prospect as to when the road may be in a fair state to take the mail, and particularly I wish to make a statement as to the minute which has been put in by Mr. Louis as the minute of the Duke of Richmond; also, I should wish to state, with the permission of the Committee, some positive evidence which I can give as to the present actual cost of locomotive power, as well as other expenses attendant upon the working of the railway by night.

301. As to the expense of running a train by night, as connected with which you have heard what Mr. Louis has stated as to the sum demanded by the Grand Junction Railway, do you conceive that to be a fair demand on the part of the Grand Junction Railroad?—I believe it to be much less than it would cost them.

302. Will you state the particulars that lead you to that conclusion?—By the last printed report of the Liverpool and Manchester Company, which is the only company carrying passengers upon a large scale, from which any fair data can be taken, it appears by their printed report, that their locomotive power cost 22,154 *l.* 19 *s.* 6 *d.* for the half year ending the 30th of June in the present year. I have ascertained the number of trips performed, in that half year, of passengers and goods; taking it at 30 miles per trip, and there were 6,416 trips performed, which gives a cost of 3 *l.* 9 *s.* 1 *d.* per trip, or equal to 2 *s.* 4 *d.* per mile for the distance run by the engines; I have also a document which, though not published, is so far authentic, that it is an account drawn up for the information of the Liverpool and Manchester board, and from this I have been able to ascertain the number of trips performed during the last five half years, and I find that the average expense, for the five half years, has been 3 *l.* 4 *s.*, which is less than the last half year for the 30 miles, or equal to 2 *s.* 1 ½ *d.* per single mile. Now this expense does not include anything but the actual current expenses; it does not include anything for the capital invested in the engines or their deterioration, but the actual expenses enumerated, which I will read:—"Coke and carting; wages to coke-fillers and watering-engines; gas, oil, tallow, hemp, &c.; copper, brass, iron, timber, &c. for repairs; men's wages, repairing; engine-men and firemen's wages; new engines," which are not enumerated, "new wheels, axles, pistons, &c.; coal for pumping-engines," &c., amounting to 22,154 *l.*

303. Lord *Granville Somerset.*] Upon the item of new engines, do you know whether there is any increase in that half year?—I am not able to state that; but taking the average of the five years, I presume that the new engines are merely replacing such as have been worn out.

304. Then you do not include, in your calculation, the prime cost?—Not the prime cost, nor interest of money for the capital invested.

305. Mr. *Loch.*] There is not included anything for the cost of the establishment?—Not for any other establishment than what is here stated.

306. Lord *Sandon.*] Only the establishment specifically appropriated to the working of the locomotive power?—Yes, the locomotive power has cost the Liverpool and Manchester Company by this calculation, which I believe to be accurate, an average of 2 *s.* 1 ½ *d.*, by the average of the last five half yearly reports; but by the last half yearly report, it comes to 2 *s.* 4 ½ *d.*, which is accounted for by the increased speed at which we now run, and by a rather higher price for coke.

307. Does that include the stationary engine?—No, that is a separate charge of 960 *l.* for the half year.

308. Mr. *Hutton.*] What further additions would you make to it before you arrive at the cost it would be to the company to carry the mails?—The addition to that would be the interest upon the capital invested in the engines.

309. Would there not also be the expense of carriages?—Undoubtedly, if the Post-office require a separate carriage, which I have understood from Mr. Louis they do, then the wear and tear of that would form a separate item of expense; the Liverpool and Manchester bag is so light, that it forms no important consideration; but I understood from Mr. Louis, that the night mail from London to Birmingham might be from two tons weight to three tons weight, and of course that would require a separate carriage.

310. Would there not also be additional expense in the shape of wages to clerks, and to persons at the different stations, to perform the service of the rail-

road

road during the night?—That forms another expense; that is a point to which I would wish particularly to call the attention of the Committee.

311. Mr. *Baring.*] Are any new engines included in that account?—"New engines" is stated here, but I believe it does not exceed one or two; I am not able to state positively the number.

312. Mr. *Hutton.*] You have stated that the expense is 2 *s.* 1½ *d.* per mile; how much weight is it calculated that a locomotive engine is to carry?—The power of locomotive engines varies very much, both in their construction and in their size, and the road they have to run upon.

313. Lord *Granville Somerset.*] Can you state what was the amount of loads carried by the power of which the expense was what you have stated?—I cannot state it accurately; but I think I can approximate to it. I think the average load of goods may be perhaps about 35 tons, and the average load of passengers about 70 tons.

314. Lord *Lowther.*] Which is the most expensive, going quickly with a light load, or going slowly with a heavy load?—I believe that speed is more destructive to the engine, and consequently more expensive than a heavier load at a slower speed. It is the opinion of engineers, that the expense of locomotive power is increased by the square of velocity,—that the most economical speed is about 10 or 12 miles an hour, and that any increase beyond that adds materially to the expense.

315. At what rate do the heavy trains go along?—I believe that the ordinary speed for goods is about 15 miles an hour.

316. Lord *Sandon.*] Are not a great many goods carried by the passengers' train?—Sometimes; but it is not usual.

317. Lord *Granville Somerset.*] What time has been allotted during those last five half years?—It has varied very much during parts of the last two half years. The speed has been very materially increased. The speed has been as much as about 28 miles an hour. The trains have performed the distance in so short a time as an hour and five minutes. I believe the fixed time now by the company is about an hour and 20 minutes; it has been altered lately, in consequence of the increased expense. The expense of 22,154 *l.* for the last half year was upon the smallest receipts; the receipts which show the traffic were 105,000 *l.*, whilst in the previous half year they were 125,000 *l.*, and then the expense of power was only 20,500 *l.*

318. You have stated that the time has latterly been about an hour and 20 minutes from Liverpool to Manchester; what is the time from Manchester to Liverpool?—The same.

319. Then is it supposed to be a dead flat, or are the gradients the same both ways?—The gradients are very good, with the exception of two inclined planes, upon which they have the assistance of a second engine, and there is a gradient of about one in one hundred. But on the remainder of the line the gradients are extremely good.

320. Do you include, in that statement of the engine expenses, the expenses of these inclined planes?—So far as the locomotive engine is concerned.

321. Is it a stationary engine?—No; an assistant locomotive engine.

322. You say that the gradients of the Liverpool and Manchester are very favourable, with that exception; do not the gradients make a difference in the expense?—Unquestionably.

323. Consequently, if this be the expense of a railroad where the gradients are very favourable, a railroad where the gradients are not so favourable would present a greater expense for the engines?—Unquestionably, at the same speed.

324. And any calculation as to expenses must depend very much upon the pace that the engines are to go, and upon the gradients?—The cost of the locomotive power will depend upon the cost of fuel, the gradients worked, the loads, and the speed; all those are elements in the cost.

325. And if you leave out any of those elements, the calculation must be imperfect?—The variation of any of those elements would vary the cost.

326. Looking at those elements, do you consider that the locomotive power can be sustained, upon the Liverpool and Manchester Railroad, at as small a cost as it can upon any other ordinary railroad?—I should say yes; because the cost of fuel at Manchester is much less than in many other parts of the country; the cost of fuel has never exceeded about 25 *s.* a ton. It has varied from 20 *s.* to 25 *s.* 8 *d.* a ton,

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a ton, whilst the London and Birmingham Company at this moment are paying and have been paying, 42 *s.* a ton for coke.

327. Your Birmingham line is now opened about the same distance as the Liverpool and Manchester?—Precisely the same distance, 32 miles.

328. Can you state the expense of the engines upon that line?—It has been so short a time at work that it would be impossible, even during the first half year, because while the engines are new they require much more repair than when they have been some time employed.

329. Did not you then in your calculations take into the account the wear and tear and the prime cost of the engines?—It ought to form a part of the cost.

330. Of course there have been accurate inquiries made as to what ought to be the estimated expense of the engines annually; would you say that 15 per cent. upon the prime cost was a fair allowance for the wear and tear of those locomotive engines?—I should think it too little.

331. How much would you say it ought to be?—I am scarcely prepared to state that; I think that too little, from the little experience we have already had; the ordinary mode of calculation for an engine is, that the repairs amount to the price of the engine in from three years to four years; if three years, it is unfavourable; but if within four years the engine is entirely renewed, that will be 25 per cent.; that is the general opinion.

332. Now, with regard to long lines or short ones, do you conceive that a line of 100 miles will cost proportionably as much for its locomotive power as a line of 30 miles?—No, I do not.

333. What difference do you think it makes?—That must always be matter of computation. The advantages of a long line are, that there are in proportion much fewer stoppages at each end of the line, during which the expenses are going on in the consumption of fuel and wages, which are just as much when she is at rest as when she is at work; therefore an engine performing a journey of 100 miles would be able to perform that at less per mile, than having to perform it in three separate divisions.

334. *Chairman.*] You have stated that you do not consider the terms asked by the Grand Junction Railway of the Post-office for special trains excessive. Do you think it was a reasonable proposition on the part of the Post-office, that whenever those trains became remunerative, that circumstance should be taken into consideration in the bargain that was made between the Post-office and the railway company?—Certainly not.

335. Will you state why?—In order to work the railway by night, it would be necessary to continue through the night the establishment of police, which of course must be a double one. The same men working by day could not be on the road by night. It would also require a fresh number of gatemen and clerks and other officers along the line. Now the number of men at present employed on the London and Birmingham line, between London and Tring, in police and gatekeepers, are 47 on 32 miles. The same number, if not a greater number, ought to be employed at night, in order to keep the road in a safe state for the trains. Then the daily expense of keeping those men is divided upon 20, 30, or 40 trains that may be passing over the line. But if the whole of those expenses are to be charged to one or two trains, for carrying the night mail, the expense becomes exorbitant.

336. Do not your observations rather go to show that those trains are not likely to become remunerative, than as objections to the principle of that circumstance being taken into consideration in case they should become remunerative, contrary to your expectation?—I understood Mr. Louis's proposition, with respect to its being remunerative, to be, that if the money received for passengers exceeded the 10 *l.*, it was to go in reduction of the 10 *l.*; but if those two trains are to be charged with the whole expense of the extra cost of working the railroad by night, then I do not think it is unreasonable. The proposition which I submitted through Mr. Moss, which I dare say he would be willing to accede to, was this, that if the railway were worked by night, an extra charge should be made to the passengers travelling by night over the rate charged by day; that the extra sum which the passengers would pay by night should go towards the night expenses of maintaining the railway, and that the Post-office should pay the difference.

337. Would it not operate as a great discouragement to passengers going by night, if an extra charge was made to them for doing so?—Then the railway company,

company, independently of the Post-office, would not work their line by night, because the expenses would absorb more than the whole receipts of the passengers.

338. Mr. *Easthope.*] Have you not entered into a contract for a supply of locomotive power upon the London and Birmingham line?—Yes, they have.

339. Can you furnish the Committee with the terms of that contract?—I can state the terms thus far; that the contractor is to receive one halfpenny per mile for every ton of goods passed over the line, and a farthing per mile for every passenger; but this contract is, on the part of the contractor, somewhat speculative; he calculates upon a very large traffic, and on conveying at least 100 passengers in each train; therefore, unless the average number should be from 100 to 120, I should doubt whether his contract would be profitable; his engines are capable of taking 200 if they should offer.

340. But the terms are those which you have stated?—They are a farthing per mile for each passenger, and one halfpenny a ton for each ton of goods.

341. Does he provide the locomotive power entirely?—Entirely.

342. Does he provide the capital?—The company furnish the capital, but he is chargeable with interest upon it.

343. Lord *Granville Somerset.*] What interest do they charge upon that capital?—I believe it is five per cent.

344. In this contract, does the contractor furnish everything connected with the locomotive power?—Nothing but the engine and tender, and the men that work it, and the fuel.

345. Lord *Lowther.*] The gatemen and the police are paid by the company?—Yes.

346. Mr. *Baring.*] Does he furnish all the articles that you enumerated as constituting the expense of the locomotive power of the Manchester and Liverpool Railway?—He furnishes all the items that are charged in the account here by the Liverpool and Manchester.

347. Lord *Lowther.*] Do you suppose that 47 people would be necessary as gatekeepers and watchmen for each 32 miles?—At least; I should suppose that the police ought to be extremely careful, and very numerous.

348. What are their wages?—They vary from 18 *s.* to 1 *l.* 1 *s.*; I believe the London and Birmingham pay generally 1 *l.* 1 *s.*

349. *Chairman.*] Do you think 10 *l.* is a reasonable charge for a special train during the day?—If the special train carried merely the mail, I should certainly say so, but if it was a train carrying also passengers for the benefit of the company, I think it might be done for less.

350. If it was a train that had the liberty of carrying passengers, but that was required to start at a time of day which suited the convenience of the Post-office, in that case do you think that 10 *l.* was a reasonable or an excessive charge?—By "a special train," I understand a train that is required upon an emergency, and without notice; but if it is a regular train, appointed at any hour during the day to run at a time appointed by the Post-office, then I think that 10 *l.* is more than should be charged if it be a regularly-appointed train.

351. Can you, off-hand, form any estimate of what would be a reasonable charge, in your opinion, for such a train?—The London and Birmingham Company are now endeavouring to collect such materials as will enable them to make a proposition to the Post-office. Those materials are not before the board, and I am unable to answer that question.

352. Lord *Sandon.*] Would not the propriety of this charge, for a special train, depend upon the more or less degree of convenience to the public which the hour fixed upon by the Post-office might offer, and therefore the more or less likelihood of drawing passengers with it?—Certainly.

353. *Chairman.*] Can you conceive any hour during the daytime which would be so inconvenient to the public, and so entirely preclude the hope of passengers, as to justify such a demand as that?—I am unprepared to answer the question, it must depend on so many other circumstances. If the company had a train running at 12 o'clock, and the Post-office were to require a special train to be dispatched at half-past 12, then I should say the Company would not be more than remunerated by 10 *l.*

354. Would not the obvious policy of the company in that case be to desist from running their train half an hour before what is called the special train?—I believe the London and Birmingham Company, and I believe the Grand Junction Company, have already stated to the Post-office that they are prepared to

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regulate the departure of their trains at half an hour, more or less, to suit the Post-office.

355. Lord *Sandon.*] Would not the parties going by the special train be parties who would otherwise have gone in the other carriages of the company, and therefore those that go would be only so much taken from the other carriages?—Certainly.

356. Therefore they are not to be taken as gain to the company?—Certainly.

357. Mr. *Greene.*] But they would save the company from starting another train?—Yes; I understand a special train to be not an ordinary train. If the company and the Post-office can agree upon the hour of departure, it becomes an ordinary daily train. A special train I understand, to be one that is required under special circumstances.

358. Mr. *Easthope.*] Do you happen to know what, in fact, has been usually charged by the Grand Junction Company for special trains by day?—I am not aware.

359. Mr. *Wallace.*] Have you travelled frequently by the Grand Junction?—I have.

360. Have you found the trains keep their time?—Not punctually.

361. Can you give an opinion as to the cause of the want of punctuality?—The cause has been mainly the deficiency of engine-power, and the uncertainty of the loads; they have sometimes had very heavy trains unexpectedly, at other times light ones, and the very heavy trains have caused detention on the way.

362. In short, it would appear to be want of power upon those occasions when they have had so much load?—I believe so.

363. Mr. *Loch.*] Did they not open before they were quite prepared?—I think they commenced carrying the mail at too early a period.

364. Mr. *Wallace.*] You have given the Committee information regarding the railroad from Manchester to Liverpool; can you state the dividends paid upon that railway?—The last dividend was four-and-a-half per cent. for the half year, equal to nine per cent. per annum.

365. Have you reason to know anything of the probable dividend to be paid upon the Grand Junction Railway?—I have no facts to state upon the subject; I have an opinion.

366. There is an opinion generally abroad that they are to divide considerably more than the Manchester and Liverpool, but whether there is any truth in that or not, you are not aware?—I have no materials to form an opinion upon.

367. Can you state what distance it is expected will soon be opened upon the London and Birmingham?—The directors, in January, expect to open from London to Denbigh Hall, 46 miles from London; and from Rugby to Birmingham, 32 miles, that will make 78 miles of railway. The intermediate space between Rugby and Denbigh Hall, 35 miles, we propose to convey passengers in the ordinary coaches.

368. Will there probably be plenty of coaches upon that piece of road to convey passengers?—The company will endeavour to make the best arrangements they can for that purpose.

369. Mr. *Easthope.*] Although you do not know what the dividend contemplated by the Grand Junction Company is, you perhaps do know that they have advanced a large part of the capital for several years without any dividend at all?—There has been no dividend yet.

370. So that the capital has been unproductive as it respects interest?—Certainly.

371. For how many years?—Since the commencement in 1833, about four years; advanced gradually as it was required for the works.

372. You do not know the average period of the advance?—I am not prepared to state.

373. When do you open the whole line?—In the autumn of next year, by September we hope. I beg to state that the directors have intimated to Colonel Maberly their willingness and readiness to undertake the conveyance of the mails in the best manner they can, and as early as possible. We have consulted within the last three days with our engineer upon the subject; he has made a report stating that he thinks by the 1st of March, the London and Birmingham Company may undertake to carry the mails upon their line by day, but that for the first four months after the opening of the line, it will be perfectly unsafe to attempt to work the line by night. The numerous works going on, and the constant repairs, particularly

particularly in the embankments, will require men to be employed the whole of the night working, which would so impede the transmission of carriages, that he recommends upon no account to attempt to work the line for the first three or four months by night.

374. Mr. *Easthope.*] From all you have seen of the accidents and irregularities that have attended the conveyance of the mails, is it strongly your opinion that the mail should not be conveyed by the railroads until they are in a more perfect state than they have hitherto been?—Unquestionably.

375. And that many of the accidents and irregularities that have happened have been consequent upon the immatured state of the railway operations?—There have been within the last week, owing to the changes of weather and the rain, in parts of the London and Birmingham Railway, subsidences of as much as six or eight inches in the course of the night, which renders the railway extremely dangerous, with their great velocity.

376. Do you apprehend that the establishment, even upon the Grand Junction Railway, is as perfect as it may be expected to be in 12 months' time?—Certainly not.

377. And the officers are not so well informed as to their duty as it may be hoped they will become?—Certainly not.

378. Mr. *Loch.*] Then, according to that, the whole line of the Birmingham Railway will not be fit for Post-office purposes till the year 1839?—For night work.

379. *Chairman.*] Are your negotiations with the Post-office in a state of such forwardness that they could be furnished to this Committee in any short space of time?—I think before this day month they can be sent to the Committee.

380. Lord *Granville Somerset.*] With reference to the possibility of other parties than the railroad company being carriers, have you heard of any private parties intending to do it?—The London and Birmingham have already concluded an arrangement with the house of Pickford & Company, to carry goods upon our railway.

381. Does that include passengers?—Merely merchandize.

382. Do you make that a special part of your arrangement?—They only propose to carry merchandize.

383. What facilities of access to your railroad will they have?—The company have undertaken to build such accommodation, and furnish such warehouses as they may require for carrying on their business.

384. Supposing Messrs. Pickford, or any other private individuals, wished to become carriers on your railroad, what legal means have they under your Act of access to your railroad?—I believe there is a clause in the London and Birmingham Act which authorizes the owner or occupier of any land adjoining the railway to have free access to the railway; so that if they purchase a plot of land adjoining our railway they can have access to it by putting rails to join it.

385. Lord *Sandon.*] Have they a right to put rails across the bit of land which you have alongside the railway to join your railway?—Certainly, they have the right of communication.

386. *Chairman.*] Have you any objection to furnish the Committee with the contract with Messrs. Pickford?—The contract has not yet been entered into; being of a private nature, I should question whether I should be at liberty to furnish it.

387. Mr. *Hutton.*] Have the Birmingham Company made a stipulation with Messrs. Pickford as to the rate of speed at which those goods are to be carried?—The arrangements are not yet completed.

388. Mr. *Loch.*] Is it not the fact that no third party could make use of your railroad unless he was an adjoining proprietor, because he could not come into your station with a locomotive engine and make use of that station, and then run along the railroad?—He could not make use of our station, but he might make a station independently, and so get on the railroad.

389. Have your board under consideration the effect of the bye-law of the Liverpool and Manchester Company relative to Sunday travelling?—We had a public discussion upon the subject with our proprietary at the last annual meeting; the question was put whether there should be Sunday travelling or not, and an amendment was moved that Sunday travelling should be prohibited during the hours of Divine service; the consequence of which is that there are no trains dispatched upon the London and Birmingham Railway after nine o'clock till mid-day, then at

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mid-day there is one, and a third train at five in the evening, so that at present there is no travelling on the London and Birmingham during the hours of Divine service.

390. Suppose it was for Post-office purposes necessary to travel during those hours during which ordinary travelling is prohibited, have you any opinion as to what the course would be on the part of the directors of the board?—The power is not vested in the directors; it would be a question for the proprietors to decide.

391. Mr. *Easthope.*] If an individual was to apply to put trains upon your road, subject to all your regulations for the conveyance of passengers, have you formed any determination whether you should admit him to do so or not upon the payment of a toll?—Unquestionably, we should offer no opposition whatever.

392. So that if any coach proprietor, ceasing to be a coach proprietor, chose to become a proprietor of carriages upon your railroad, you would offer no opposition, but would encourage him to do so, upon his paying your toll?—Upon his paying the toll, certainly; it would relieve the railway company from a great outlay of capital, and great trouble in the management, if it could be done, but I doubt the practicability of it.

393. Mr. *Greene.*] In an early part of your evidence, you stated that you wished to make some statement to the Committee respecting the minute of the Duke of Richmond?—Mr. Louis having informed the board of directors that he had sent in to this Committee a copy of the minute of the Duke of Richmond, found in the office of the solicitor of the Post-office, the company's books have been referred to, and at the same date there is a minute entered in the minute-book of the board, which differs very materially from the minute of his Grace the Duke of Richmond, and I would ask the permission of the Committee to deliver in a copy of the minute made in the London and Birmingham Company's minute-book.

[*The same was delivered in and read, as follows:*]

Sir, London and Birmingham Railway Office, 12 December 1837.

In consequence of the intimation conveyed to me, through Mr. Boothby, I have the honour of transmitting to you, for the information of the Committee on Railway Communication, a copy of the minutes of the board of the London and Birmingham Company relative to the proceedings which took place in April 1833, between his Grace the Duke of Richmond and the directors, on the subject of the proposed arrangements between the Post-office and the railway company.

No communication has taken place since that period until the recent renewal of the subject with Colonel Maberly. Allow me, on behalf of the London and Birmingham Railway Company, to state that the directors are most willing to carry into effect the arrangements with the Post-office in such manner as may be conducive to the public service, and at the earliest period when, in the opinion of our engineers, the transmission of the mails may be compatible with the necessary proceedings of the works, and with the attainment of proper regularity in the deliveries.

I have, &c. *Geo. Carr Glyn*, Chairman.

The Right. Hon. Henry Labouchere, M. P., &c. &c.

London and Birmingham Railway.

Extracts from the Minutes of the Parliamentary Committee of the Board of Directors of the 25th, 26th and 29th April 1837.

A deputation from the committee having waited on the Duke of Richmond, the Post-master-general, his grace required that a clause should be introduced in the Bill providing for the conveyance of mails by the railway,

Mr. Barker (solicitor of the Company) read the clause which Mr. H. Freeling had laid before him, providing that the Company should convey all the mails which the Post-office might send by the railway at 1*d.* per mile.

173. Resolved, That in the opinion of this committee it would not be expedient to introduce such clause in the Bill, but that in the event of any specific engagement being required from the company, a contract should be entered into on their behalf, binding them to convey the guards and mails on terms not exceeding the sum paid for the conveyance of other passengers and packages on the railway.

The chairman stated that the resolution, No. 173, passed at the meeting of the 26th instant, had on the same day been communicated to the Duke of Richmond, who requested that it might be left with him, in order that he might confer with Mr. Freeling upon the subject of it.

Mr. Barker reported that at a subsequent interview of the deputation from the two companies with the Duke, his Grace informed them that he had not seen Mr. Henry Freeling, but added, in words to this effect, "I believe, gentlemen, I must take it upon myself; you have promised me a contract, and I shall expect you to give me one as soon as the Act has passed."

(signed) *R. Creed*, Secretary.

394. *Chairman.*] Is there anything else which you wish to state to the Committee?—There is another circumstance, as connected with the night travelling on

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on railways, which I will beg leave to mention, as the subject is not generally well understood. It appeared, in a conference we had with Mr. Louis the other day, that the Post-office would require the power of dispatching night trains or special trains at any hour they choose to appoint.

395. Do you mean special trains out of the usual course?—Special trains out of the usual course. The question put to Mr. Louis was, whether the Post-office would undertake not to dispatch trains after eight o'clock at night. Mr. Louis's answer was, that he could not pledge himself to that; that they must have the power of dispatching them at any hour.

396. You mean a train in the nature of an express?—In the nature of an express. Now, the repair of railways, more particularly during the first or second year after their construction, are mainly carried on at night, and it is important that the police and men at work should know precisely when trains are expected, that when the trains have passed they may have a certain time allowed to perform certain work, to take up the rails and repair them. Now, if it were in the power of the Post-office to dispatch trains at any hours, those works could not be carried on at all, and therefore it would be an extremely dangerous power to give to the Post-office, because it would be impossible for the company then to keep the railway in such a state of repair as to ensure the safety of the engine.

397. Mr. *Hutton.*] You have said that one of the great expenses of running trains by night would be that an entirely new staff of police would be necessary; but is not a considerable police already obliged to be kept on the railway at night in consequence of those repairs?—It is quite distinct; the repairs are not performed by the police; the police are merely employed to keep the rails clear; the workmen are men that are working in the maintenance of the way, and are only employed at those parts of the line where the repairs are going on.

398. Mr. *Baring.*] Is that objection of yours a general objection, applying to all periods, or does it apply only to the early periods after the formation of the railway?—It applies more particularly to the first two or three years, during which the repairs are more numerous, but it will apply in a measure to all railroads, and at all periods.

399. Lord *Sandon.*] Is not there a change in the levels going on in all railroads newly made?—Constantly; the report of our engineer was, that he expected a subsidence of 15 feet the first two years, which subsidence is going on weekly, and men are constantly employed at night in raising the rails and putting on fresh ballast; we had a subsidence of six feet in one night upon an embankment between London and Harrow. The embankments upon the London and Birmingham Railway are, some of them, nearly 50 feet high, and consequently the subsidence will go on for a long period.

Martis, 12° die Decembris, 1837.

MEMBERS PRESENT.

Mr. Baring.	Mr. Labouchere.
Mr. Easthope.	Mr. Loch.
Sir Robert Ferguson.	Lord Lowther.
Lord C. Fitzroy.	Lord Sandon.
Mr. Gillon.	Lord Seymour.
Mr. Greene.	Lord Granville Somerset.
Mr. Hutton.	Mr. Wallace.

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

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John Moss, Esq., called in; and Examined.

400. *Chairman.*] YOU are connected with one of the railway companies?—I am Chairman of the Grand Junction and one of the Committee of the Liverpool and Manchester.

401. Mr. *Greene.*] What are the termini of the Grand Junction?—Newton and Birmingham.

402. Lord *Granville Somerset.*] But in fact the communication is continued from Newton to Liverpool and to Manchester, and therefore, as far as the public are concerned, it is between Birmingham and Liverpool on the one hand, and Birmingham and Manchester on the other?—It is.

403. Have the Grand Junction Company the power of travelling over a portion of

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of the Manchester and Liverpool Railway at all times?—Except Sundays. They have a bye-law which prevents us from travelling. A great deal of discussion has taken place between the two boards, and we have not the power, strictly speaking, under the bye-law. Their bye-laws are different from ours: they are made by the board, and when once made they are passed by two magistrates, and their bye-law declares that no travelling shall take place between the hours of 10 and 4 on Sundays.

404. *Chairman.*] Your power of using the Liverpool and Manchester Railway is derived from an agreement between the Grand Junction Company and the other company?—It is.

405. What is the term of that agreement?—For four years certain, and four years' notice on each side.

406. Mr. *Loch.*] With regard to the subject of travelling on Sunday, which at present is done by the Grand Junction over the Liverpool and Manchester, against the terms of their bye-law, has not that subject been lately discussed at the board of directors at the Liverpool and Manchester?—It has.

407. Was not the discussion adjourned, under the feeling that after the opening of a portion of the London and Birmingham Railroad in point of fact the bye-law of the Manchester and Liverpool Railroad would not come into operation, inasmuch as the arrival at Liverpool and at Manchester would be before the hour fixed upon by that bye-law as the period within which travelling should not take place?—That was the feeling, certainly.

408. *Chairman.*] Do you conceive that it was the intention of the railway company, in making that bye-law, to prevent the transmission of the mails on Sunday, in case it should be found necessary for Post-office purposes to do so?—I should say it was quite the intention of the company to prevent all travelling on Sunday during those hours, either by mails or anything else.

409. Mr. *Wallace.*] Why did they select those hours?—Because they are the hours of Divine service, to enable the people to go to church.

410. Mr. *Loch.*] Is it not the fact, that in the discussion that has taken place at the Liverpool and Manchester board upon that subject, the directors did not bind themselves not to reconsider the subject, provided the mail does not arrive in time for the trains, without giving up that bye-law?—I think not.

411. *Chairman.*] Is it your impression, that even if the effect of carrying that bye-law into operation would be to put an impediment in the way of the transmission of the correspondence of the country through the Post-office, still that bye-law would be persisted in?—I think not. I think that, looking both at the proprietary, and also at the committee, if it could be shown distinctly that it was necessary for the communication through the country, that then they would be induced to do away with the bye-law, so far as the mails are concerned; I do not think they would be induced to start their own trains.

412. Mr. *Easthope.*] But the bye-law, as it now stands, makes no such qualification, but it is imperative in all cases?—It has quite the effect of stopping the mails on Sunday, because on Sunday the same mails do not come that come every other day.

413. *Chairman.*] Do you think it would be objected to on the part of the railway companies, if it was proposed to Parliament to make an enactment which should take away from the railway companies the power of stopping the transmission of the mails on Sunday?—My own opinion is, that they would not object to it, if the Government of the country thought it necessary, but I think they would be able to show that there was no necessity for it.

414. But in the event of a necessity really arising, you do not conceive they would offer any opposition?—I can hardly give any opinion; the two parties are so nearly balanced, that it is impossible to say what would be the feeling; looking at the committee, and looking at the proprietary, I find it impossible to say what would be their feelings.

415. But you stated that the objection appeared to you to apply rather to travelling by passengers, than to the transmission of mails during Sundays?—I am quite certain that if they look to the mails only, no objection would be made; but if they attempted to take passengers along with it, I think there would be an objection.

416. Would not the transmission of the mails along the railway occasion the employment of a considerable number of persons upon the railway on Sunday?—I think, very few. I think, that looking at the hours when the post-offices are shut up in Liverpool and Manchester, and also i London, that it hardly could be required.

417. Mr.

417. Mr. *Easthope.*] Assuming that it was manifest to you that the mails and that the Post-office communications would be inconvenienced by this interdict of Sunday railroad travelling, should you yourself, as a director, think it right to continue the prohibition and the inconvenience?—Certainly not.

418. Mr. *Wallace.*] Have the facilities of travelling generally on Sunday been interrupted by this bye-law of the railway?—I do not think they have.

419. There is as much opportunity for travellers proceeding backwards and forwards in that part of the country, as there was before these railroads were in operation?—I think quite so, and we have never been applied to by any parties to open the road on a Sunday; we have never had a single application, I mean at those hours.

420. Lord *Granville Somerset.*] At what hour do the trains leave Birmingham on Sunday?—At seven o'clock in the morning, at half-after eleven, at half-after two, and at seven in the evening.

421. At what times do they leave Liverpool upon the Sunday?—In the morning at half-after six, at half-after eleven, at half-after two, at half-after six in the evening.

422. Then, in fact, they do travel regularly on the Sunday?—They do.

423. Therefore, of course, they can have had no experience of any inconvenience which might arise, supposing the trains were taken off during the mid-day, between Liverpool and Birmingham?—None at all.

424. At what times do the trains leave that run between Liverpool and Manchester?—On Sundays they have a first-class train at eight o'clock, and another at five; a second-class train at seven o'clock, and another at half-past five in the evening.

425. Then, so far as the communication between Liverpool and Manchester is concerned, the mid-day of Sunday is kept quiet?—Quite quiet.

426. But your trains belonging to the Grand Junction may use that portion of the Liverpool and Manchester Railway which is necessary to have communication between Newton and Liverpool?—Yes.

427. Four times a day each way?—Yes.

428. *Chairman.*] Do you think it probable that on the Grand Junction Railway a similar bye-law will be introduced?—I do not think that it will; in fact, we can make bye-laws ourselves, without going before the magistrates; I have great doubts whether we have power to do it under our Act of Parliament, because I think the road quite belongs to the public, and that, although we might not think proper to run our own trains on Sunday, the public might do it.

429. Mr. *Wallace.*] Would not the effect of stopping the two trains which now run between 10 and four on Sunday, be to prevent all passengers coming by sea to Liverpool from moving onwards for six hours on each Sunday?—Provided they arrived before 10 o'clock.

430. As a person perfectly acquainted with the trade and commerce of this country, and the requirements of public men, would that be what you conceive would be a proper rule as regards the public advantage?—I think it would, myself; I think it is quite sufficient to have the other hours. As I have understood, very few of the coaches from Liverpool and Birmingham ever started during the hours of Divine service before.

431. In the event of such a law being enforced, would not the effect naturally be, that passengers must spend their time in public-houses and hotels, in place of going onwards along the railway?—I should say they might go to church, if they pleased.

432. Mr. *Easthope.*] From your observation of the population upon that line, and the disposition that there appears to be to pay attention to the Sabbath, is it your opinion that the public may be safely left to itself, without any positive enactment about it?—I am quite sure they may be safely left; for instance, it is well known that there was a very strong memorial sent in to us, both by Liverpool and also by Birmingham, not to travel upon the Grand Junction Railroad during the hours of Divine service; and we had no application to travel from any one person in Liverpool, that I am aware of.

433. Is it not the fact, that you would not, in practice, start trains, unless there was a sufficient number of passengers to pay you for taking those trains?—Of course.

434. Then, if that be the fact, is it or is it not your opinion, that there would be a sufficient number, from the general disposition to observe the Sunday, to pay you for

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for the trains during the hours you have spoken of generally on Sundays?—I could not give an opinion upon that; I think you might create a taste for travelling on Sunday, so that it might pay us; rather than go to church they might like to travel; but I do not think it is desirable to create the taste.

435. Lord *Granville Somerset.*] Can you state what are the number of passengers now travelling usually on the Sunday?—I have not got it here.

436. Can you state whether or no your trains that go are as much employed upon the Sunday as they are upon other days in the week?—Not quite so much; but there is sufficient to pay us for the expense.

437. *Chairman.*] Are you cognizant of the negotiation which has been recently going on between the Post-office and the Grand Junction Railway Company?—Yes.

438. What were the terms which, in that negotiation, you demanded for the use of a special train?—Ten pounds we proposed to charge.

439. What do you mean by a "special train"?—I mean a train that is completely under the control of the Post-office, to start when they like, and stop as long as they like, and do what they please.

440. In your negotiation with the Post-office, did not you object to take into consideration the circumstance of that train being or not being remunerative?—We did in this respect: it might start for the Post-office so as to take our passengers away, who would go by other trains if it was not for that.

441. Do you think it was just, for instance, to ask as much for a special train that started in the daytime, when you probably could get passengers to go by it, as you would for a special train that went at the most inconvenient hour of the night?—They require from us as much accommodation as takes 20 passengers, and those 20 passengers pay us now 20 *l.*, and all we asked was to charge them one-half what we charged 20 passengers; they require all the accommodation that is given in three carriages and a half.

442. Mr. *Greene.*] Then how is it that you carry the mails, at the present moment, at 21 *s.*?—We carry them now at 21 *s.*; and the Post-office demanded as much room as would take 20 passengers, and we thought that we were justifiable in charging them half as much as we should charge 20 passengers.

443. Do the Post-office now occupy as much room as 20 passengers?—No; their demand is to build a carriage which would occupy as much room as 20 passengers, and to have it always at their disposal.

444. How many passengers is the present mail accommodation equal to?—It does not take any room. There is merely a person sitting outside, with an imperial upon the top.

445. Then this increased charge is rather for the additional carriage that was required than for the mere transit of the letters?—Yes. Our proposal was to take all the letters they pleased at the present price, whenever we had a train going, which is a very small sum.

446. Mr. *Wallace.*] But without fixing yourselves to a time?—Without fixing ourselves to a time.

447. Lord *Sandon.*] At the same time you would agree not to change your time without giving considerable notice to the Post-office?—Of course, we should do that; we should change as little as possible. Sometimes trains do not fill. Upon the Liverpool and Manchester we vary them very often.

448. *Chairman.*] Why do you ask so very much higher price for a special train going in the daytime, than that which you charge for the conveyance of the mail-bag by one of your usual trains?—In the present ordinary conveyance of the mail-bags they merely take a seat outside for the guard, and an imperial upon the top. Now in the special train that Mr. Louis spoke of, he said "We must have as much room as will take 20 people in your carriages; we must have power to detain it as long as we please, and whenever we please, and to go whenever we think proper, to stop when we think proper, and to change it from time to time; and, in fact, to place it under our direction."

449. Lord *Lowther.*] Did he state the terms in writing?—"The directors must consider the grand dispatch to and from London as a night train, and the charge they will make the Post-office for those trains will be 10 *l.* sterling each trip, each way. A trip to be understood as comprising the distance between Birmingham, Liverpool, and Manchester; the speed not to exceed five hours from Liverpool and Manchester to Birmingham, and not to exceed four hours and 45 minutes from Birmingham to Liverpool and Manchester; the speed being fixed, they agree for the

the above sum, to put these night trains entirely under the control of the Post-office, as to the hours of departure and stoppages on the line, which are to be altered or regulated according to the convenience of the Post-office; the Post-office to be allowed a special carriage, or as much space as is occupied on four wheels; the directors to build the body in all respects according to the plan or notions of the Post-office authorities; persons belonging to the Post-office, and *bonâ fide* employed on Post-office business on the railway, and having charge or custody of the mails, to go free in this carriage." In short, we offered them as much accommodation for 10 *l.*, as we should charge anybody else 20 *l.* for.

450. Mr. *Baring.*] Was that sum of 20 *l.* stated after the demand for space or before?—After the demand for space.

451. Will you recollect whether you did not demand the 10 *l.*, and that after that demand of 10 *l.*, the Post-office then asked for space?—I should say that that could not be the case, because whenever they pay 5 *l.* they have only half the space. As far as my recollection goes, we commenced with the view of their requiring all this space.

452. Did you, or did you not, ask the 10 *l.* first, and after you had asked the 10 *l.*, did not the Post-office then say "then we must have space"?—I should certainly say not; as far as my own recollection goes, I always contemplated space along with the 10 *l.*

453. *Chairman.*] Would not a special train at night be a great deal more expensive than a special train in the daytime?—A great deal more expensive.

454. Then why do you charge the same sum for the two?—This is called a night train.

455. You charge 10 *l.* for what you call a special train during the daytime as well as during the night?—It says, "The directors cannot consider the grand dispatch to and from London as a night train." We were told that the mail would start at eight o'clock in the evening from each place.

456. Suppose you should be required to convey what is called the grand dispatch at some hour in the daytime, do you conceive that in that event, by the terms of that agreement, you would be entitled to charge 10 *l.* for the use of that train?—I think if they only want half the room we should charge 5 *l.*

457. But supposing they wanted the whole room?—I can hardly say what would be the charge then.

458. What is your interpretation of the agreement with regard to that point?—I should think we should not charge 10 *l.* in that case.

459. What do you suppose you would be entitled to charge?—We wished to know what the Post-office wanted.

460. As you took a part in drawing up an agreement with the Post-office, in which you contemplated the possibility of the grand dispatch being sent by a special train, and made arrangements for the sum that is to be paid by the Post-office to you, are you not able to state to this Committee what is the sum that you think you would be entitled to receive under that article of the agreement in that case?—The first question we should ask the Post-office would be, "Do you mean to have the power of altering your hours as you please?"

461. The question is this: suppose the Post-office require you to convey what is called the grand dispatch by a special train during the daytime, what would you charge for the use of that special train to the Post-office, supposing the same space of carriage to be required, and in all other respects everything else to be the same as it would be with a special train sent in the night?—I should say, if the Post-office required that we should give them the power of altering the trains when they please, and stopping whenever they please, and doing whatever they please, it would not be worth our while to do it for less than 10 *l.*

462. How do you make what you have now said agree with what you said before, that the expense of running a train during the night is much greater than during the day?—I think it is much greater.

463. Then would it be just in you to require the same price for a special train during the day as during the night?—I think the inconvenience of giving the Post-office this power would be greater during the day than during the night.

464. The question, by the words "special train," does not mean a train out of the regular course, but a train for the conveyance of the grand dispatch put upon your railway by the Post-office at any hour during the daytime?—In fixing 10 *l.* we certainly had in view that which Mr. Louis said they required. If Mr. Louis would state what they would require, our board would be glad to meet it.

 465. If

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465. If you can afford to do that for 10 *l.* during the night, why cannot you afford to do it at less than 10 *l.* during the day?—It is not a question of affording, it is as to our tolls.

466. Is not the price of the tolls one of the elements of the expense?—If we were to charge for tolls it would come to a very serious sum more than I have put down.

467. Mr. *Loch.*] In your opinion, would the 10 *l.* that you propose to charge, pay you for all the expenses of the special train?—Not at all. There is hardly a day occurs that we do not refuse to send a special train for 20 *l.*

468. By a "special train" you mean an express train?—Yes.

469. But in the questions now put to you, it is not intended to speak of a train out of the regular course, but a train employed upon the service of the Post-office?—If we have six departures in a day, and the Post-office requires a seventh, it would be very inconvenient to us.

470. Would not the inconvenience merely be this, that you would probably put down one of your own, and fall into one of the special trains of the Post-office?—Then the inconvenience is that a number of persons are waiting; and gentlemen's carriages are waiting for the mails arriving, which must go off at a certain hour, whether the mails arrive or not. The last week there has been hardly a day but we have waited half an hour at Birmingham for the mail arriving, and we have had great complaints from all the passengers.

471. Do you conceive that the inconvenience you have mentioned is so great as to justify you in asking the same price for a train during the day, as for a train during the night?—I have great doubts whether that train would be desirable for passengers. If the Post-office required great regularity, and said, 'You must wait till this train arrives from London, you must always wait, whatever the consequence is,' I have great doubts whether it would be desirable to take passengers at all by that train. If there are 50 people waiting at Birmingham, in our coaches, and gentlemen wanting to go to Ireland, they would never be content to be kept waiting for the mails.

472. You stated before that it was a much more expensive thing to run a train during the night than during the day; will you state in what the increased expense consists?—Because all the gate-men and the different officers are engaged by the day. Of course we must have persons to pay at night, if we run a train by night; and there is another inconvenience, because we repair the road at night. Then, according to the present system, we have an engine waiting every 20 or 25 miles, in case the trains do not arrive, to go off to bring the trains on; then the same thing must occur at night, and we must keep the people at the engine, and the firemen, waiting all night.

473. Lord *Granville Somerset.*] Would it not be an increased expense almost to the extent of doubling the wages of that class of men?—I think so.

474. Can you state what is the expense for the wages of the individuals employed either upon the railway or attending upon the train?—I cannot; but Mr. Locke is here, who is our engineer, and Mr. Earle, who has attended more to the details.

475. *Chairman.*] In your negotiation with the Post-office, why did you object to take into consideration the circumstance of the trains being remunerative?—I do not know what times the Post-office might wish to start; and therefore, although the train that took the mails might remunerate, still it might interfere with our other trains going, and therefore I did not wish to couple our own passengers, whom we shall be required to take regularly, with the trains that go for the Post-office.

476. But making every deduction for that circumstance, do not you think it would be just, that if, by the night trains, passengers were disposed to go, you should deduct something from the charge that you make to the Post-office, in consequence of the remuneration you would receive?—My own opinion is, that the charge to the Post-office would not be are muneration hardly for taking them; although we think that we do charge that which is perhaps considered very high, I think the inconvenience and expense of locomotive power is much greater than is generally believed.

477. But that answer would rather go to prove that it is not very likely that those trains would be remunerative, than to object to the principle of taking it into consideration in case it should appear to be so?—It would be almost impossible

possible to state whether it was so, because if it were remunerative we must stop some of our other trains, if that took passengers in the night.

478. Still it would be of very little consequence to you as a company whether you received your money from the train that carried the Post-office bag or from a train that did not?—I should recommend that we should only send goods at night, because for passengers you must have speed and you must have regularity. If we bind ourselves under a penalty of 500 *l.* to have these engines always kept waiting, the sum of 10 *l.*, I consider, is a very small remuneration; we should not do it for anybody but the Post-office; it would not be worth our while.

479. Mr. *Loch.*] Then it is your opinion that the 10 *l.* would not pay the cost of establishing and carrying on this special train at night?—I do not think it would; we are not carriers, we are only toll-keepers.

480. Lord *Sandon.*] At any rate it would not give you that remuneration which you would expect from a similar train in the service of individuals?—We have found it necessary the last fortnight to stop all similar trains giving us 20 *l.*

481. Mr. *Hutton.*] If it is expensive to you to send a special train required for a certain occasion, and which is not likely to occur again for weeks and months, it must be much more expensive to an establishment like yours to furnish a special train where you know it will be required daily?—Certainly.

482. Therefore the analogy you would draw between a special train, required upon a particular occasion, and one required every day, is scarcely a fair one?—Independently of the engines that are wanted with the special train, we must have four or five engines waiting in case of any accident, and we must have the steam up. The steam must be up in all those five engines during the whole night as long as they go; the fires must be lighted, and the enginemen and firemen must both be there.

483. Lord *Granville Somerset.*] Will you state in what particular service those special trains were employed which have been recently stopped?—Carrying information for the newspapers.

484. Were those regularly employed as much as three or four times a week?—Once or twice a week they come down, and ask us to go on with them, and therefore we are under no tie to keep things ready for them; it was only when it suited our convenience that we took them, and we have given directions to our engineer at Birmingham not to take them any more.

485. Mr. *Wallace.*] You said the passengers complained of being detained at Birmingham half an hour frequently; what is the cause of the detention?—The non-arrival of the mails at Birmingham.

486. Have you any accurate account of the delays in the arrival of the mails?—I have not got any with me at present.

487. But it extends to half an hour generally?—The agreement formerly was to wait a quarter of an hour for the arrival of the mail. Since Mr. Louis came down and asked us to wait half an hour, we find they have taken the half hour. In short, all that we have given they have taken.

488. Mr. *Easthope.*] Can you furnish a correct account of the time of the irregularity?—I think Mr. Earle has an account.

489. Mr. *Baring.*] What do the tolls amount to upon a Post-office train; what you call a special train?—It would be so much for each person; it would depend upon what they carried and the weight.

490. You calculate they would deprive you of 20 passengers?—Yes.

491. What is the average weight that you carry for the Post-office?—I do not exactly know.

492. Lord *Granville Somerset.*] Can you state the calculations upon which you made the proposal to the Post-office?—My calculation was made upon the quantity of room they required.

493. Mr. *Baring.*] What would be the toll upon a carriage that is supposed to carry 20 persons?—The maximum toll is 2*d.* for each person per mile.

494. What would that come to?—About 17*s.* for each passenger for the tolls only; that does not include the engine or the carriage.

495. Lord *Sandon.*] What are you empowered to charge, both under the head of tolls and of carriage?—Carriage is not mentioned at all; we are merely toll proprietors.

496. Mr. *Wallace.*] You are aware that there have been considerable delays in conveying the mails along the railway, as well as to the railway, can you account for those delays?—I think the engines, many of them, were not so good when first we

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we commenced as they are now; we have strengthened the engines; our engines we got from a great number of persons, and some of them did not answer so well as others.

497. Then you attribute it to want of power?—So far as that many of the engines were not made so good as others; but the parties that made them have replaced them with new axletrees, and I believe they are going on very regularly now.

498. There have been accidents occasionally taking place?—A great many.

499. Are those accidents to be attributed to having overloaded an engine not quite competent to its duty?—I think not.

500. Are you of opinion that overloading an engine is not dangerous upon a railroad?—I think it is extremely dangerous; I think that overloading any steam power is dangerous, because it makes it liable to break much sooner.

501. You were understood to say, that want of power was the cause of the delays on the railway?—I should say rather, that the engines themselves have not been so perfect as they ought to have been.

502. Do you mean that they were not competent to drag along the weight in sufficient time?—I think almost all our delays have arisen from the axletrees breaking.

503. Barring accidents, the question is as to the delays?—I think very few delays have taken place, barring accidents.

504. It is in evidence before this Committee that many delays have taken place without accidents?—For instance, if we going along fall in with a train of goods belonging to any other railway, that will delay us; suppose that in going along we fall in with another train of goods going before us, of course we must wait till they get out of the way, we cannot pass them.

505. *Chairman.*] Are you compelled by your Act of Parliament to keep the railway in repair?—Yes.

506. Lord *Granville Somerset.*] In the negotiation with Mr. Louis for the Post-office, on the subject of these various arrangements, has any proposition ever been made to your company by that department to examine your books or documents so as to enable them to found a judgment as to the real expenses to which the company would be put by this arrangement?—I am not aware of any such application.

507. Would any objection be started on your part to a fair inspection of the accounts?—I do not think we could give any inspection of the accounts that would be of any use; the engines are all new, and the carriages are all new, and therefore that which may be comparatively unexpensive by-and-by, would be at present extremely expensive.

508. Then it is entirely guess-work?—Entirely guess-work. As far as the Liverpool and Manchester goes, all their accounts are published, and therefore Mr. Louis can get the whole of those; of course ours will be published at the end of the half year.

509. Cannot you state whether or not, since the Grand Junction has been opened, it has been a losing or a gaining concern?—No doubt a very profitable concern.

510. *Chairman.*] You stated that you were bound by Act of Parliament to keep the railway in repair; supposing it is out of repair, do you suppose that you are indictable at common law?—I cannot answer that question.

511. What remedy would the public have if by neglect the railway became dangerous or impassable?—I cannot answer that question.

512. Mr. *Easthope.*] Is not it the interest of the railway company to take care that no such contingency as that shall happen?—Clearly so.

513. Is it not in your opinion so essential to every view of profit, that it is quite impossible you should overlook it?—We go further than that, because we have contracted in the Liverpool and Manchester, and also in the Grand Junction we wished to contract, with persons to keep the railway in repair; but we think it so important not to allow it to go out of repair, that we have done away with the contract, and do it ourselves.

514. *Chairman.*] Suppose the case of a railway which was not lucrative, which did not pay its expenses, what remedy do you apprehend the public would have in case the railway became utterly impassable or dangerous by neglect?—It would be shut up, I think.

515. You imagine that that would at any time be in the power of the proprietors of the railway if they thought fit?—I cannot fancy it possible that any railway would not pay the expenses of keeping it in repair.

516. Mr. *Easthope.*] If the railway was not in repair there could be no revenue?—No revenue whatever; the revenue is derived from the greatest possible state of repair of the railway.

517. If there was even a slight want of repair, would not the damage to the railroad proprietors be so large as to make it a matter, for their own interest, of essential importance to keep it in repair?—Quite so; I should consider that the machinery itself, and the locomotive engines, would be so much injured by the least want of repair.

518. Mr. *Loch.*] Supposing the London and Birmingham, and the Grand Junction, and the Liverpool and Manchester, were to combine against the Post-office, what remedy have the Post-office of enforcing a fair bargain on behalf of the public?—I consider that they have a right to start a train themselves. None of the three bodies are carriers, strictly speaking; the Liverpool and Manchester have tried to let the power, but we cannot get any person to take it.

519. Then the only remedy which the Post-office has is by putting locomotive engines upon the line itself?—Yes.

520. Would not that be a great expense to the Post-office?—It certainly would.

521. Lord *Lowther.*] Would you have the power of limiting them as to hours?—I think not.

522. Could they run their train at night?—Yes, they could.

523. Mr. *Baring.*] You would charge tolls upon them?—Of course.

524. *Chairman.*] If the Post-office run a train at night on their own account, would not the whole expense of watching the road, and other incidental expenses, lie upon them?—I think not.

525. Is the company bound to keep the railway passable by night as well as day?—I think they are.

526. Lord *Lowther.*] You said you exercised the power to stop the special trains which you mentioned; now could not you exercise the same power to stop special trains for the Post-office?—We have no power to stop them, but we may refuse to find engines.

527. Mr. *Gillon.*] You mean to say that any person has the power to start an engine upon your railway at any hour he pleases?—Yes.

528. Have you any rules about regulation of speed?—We have the power of making bye-laws upon the railway, which would of course apply equally to ourselves as to everybody else.

529. Would not that power of any individual starting an engine upon the railway, if he choose to go at a very slow speed, embarrass the whole traffic of the railway?—Of course it would.

530. Have you any power to remedy that?—I should say that we have the power of making bye-laws, and perhaps under that power we could regulate the speed, but then the same bye-laws apply to ourselves as to everybody else. Every individual in the kingdom has a right to become a carrier upon the railroad, upon the same terms that we are.

531. Lord *Granville Somerset.*] Might not your bye-laws prevent the Post-office from keeping the Post-office time?—It would equally affect ourselves. If they wanted to go at greater speed than our trains went, of course it might have that effect.

532. Might it not impede their proceeding on the public duty at night, in the same way as a resolution about Sunday may impede them upon that day of the week?—I think it might.

533. Therefore, in point of fact, though the public may be carriers, still the company have the power, by means of their bye-laws, of preventing their executing their duty at such time as may be necessary?—No railway company would think of doing that.

534. The question is as to the fact?—There is no question, that if we leave a waggon upon the road, it would upset the coaches.

535. *Chairman.*] Would the Post-office have a right to make use of your stations?—Certainly; no question of it.

536. Could they construct and occupy, on the line of the railway, offices for the transaction of their business. The question refers to persons to take care of the engines, and so on?—Certainly.

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537. Supposing the Post-office were desirous of contracting with a third party, who were carriers, to undertake the transmission of the mails, do you think that they would find parties disposed to enter into that agreement with them?—I think there would be a great deal of difficulty, because we ourselves were very anxious to contract, and we advertised, and we had not a single person that would bid for it.

538. To what do you attribute that reluctance to enter into a contract of that description?—I think that locomotive power is not sufficiently known. No person likes to contract, and becoming liable for the consequences of irregularity.

539. Does it require a great capital?—No, I do not think it does, because we should have been glad to have found the capital, taking security upon the engines.

540. You attribute it rather to the little experience which the public have had in business of that kind?—Very often an accident happens, and then the expense might be so great that it might injure them seriously, in case of fire, and many other things.

541. Have you entered into any contract with Messrs. Pickford?—Not at all.

542. Mr. *Gillon.*] May not that reluctance be partly attributable to this, that the railway proprietors have the power at any time, by running toll-free upon their own road, of running any competing company off the road?—We do not wish to be carriers at all; we would much rather simplify our own trade, and as far as Manchester and Liverpool were concerned, get persons to contract to supply us with locomotive power upon any terms; but though we advertised in Liverpool three months we had not a single bidder when the day came.

543. You said the railway was a very profitable concern; then it is entirely as toll proprietors that you find it so?—From tolls only. If we were to separate the one from the other, and take the tolls each day that we are entitled to take, we should get nothing for our engines. For instance, the fare to Birmingham is a guinea, which we calculate, upon the average, to amount to 16*s.*, which is not more than the tolls.

544. *Chairman.*] Then you make your profit as toll-owners, not as carriers?—Just so.

545. Mr. *Gillon.*] Do you hold that any persons would have a right to erect stations for their own convenience upon the sides of the railway?—Decidedly so.

546. Does not the property of the land belong to you as a company?—We have not more than a yard upon each side; and any person can make a railroad to join us that pleases.

547. That is, they could erect a station upon the ground beyond what you occupy as a railway company?—Yes.

548. Lord *Lowther.*] There are three feet adjoining your railroad which is your property; could they pass through those three feet of land?—Any person could put their own rails into our railway, only doing it in such a way as our engineer approves.

549. Is there a special clause to that effect?—Yes.

550. *Chairman.*] Is that the case with the Manchester and Liverpool?—Yes; the same in every railway, I believe.

551. Mr. *Wallace.*] You attribute partly the difficulty of finding persons to put on locomotive power upon the railways to the objection that is felt to being bound to perform regularly the duty; do you conceive there is any great difficulty in locomotive power performing its duty regularly and precisely as to time?—I am afraid there is; I never found two persons hardly who could agree as to what speed they should go at.

552. Do you conceive that there is any difficulty in finding locomotives to perform a journey within a certain time, over a certain space, precisely?—I think there is; it depends, of course, a great deal upon the rapidity with which you advertise to go.

553. But if a certain time and speed be agreed to, are you of opinion that it can be performed or not?—I think we have done all that we could, and yet we have great complaints.

554. Lord *Granville Somerset.*] Do you not anticipate hereafter greater regularity?—I am sure of it; the thing will be better understood a few years hence than it is now. I am only sorry that we could not be allowed just to try a year or two to see what could be done, because the thing is still in its infancy.

555. Do

555. Do any carriers besides the Manchester and Liverpool Company employ your railroad?—Yes, several.

556. The whole distance?—Three-fourths of the distance; from Bolton they come on to Liverpool and to Manchester, and several individuals also; there are three or four coal proprietors. Mr. Halton has his own engines.

557. Lord *Sandon*.] When you advertised for power upon the Manchester and Liverpool Railroad you advertised for the whole power that was to be employed in working the railroad?—Yes.

558. But perhaps the same difficulty might not occur if the advertisement were for a particular carriage at a particular hour, such as the Post-office might require?—I think perhaps not.

559. Mr. *Loch*.] Does not the expense of locomotive power increase very much according to the velocity with which the engine goes?—I think very much indeed.

560. Sir *Robert Ferguson*.] After what rate does it increase?—I am not an engineer, and I would rather refer that question to the engineer of the company.

561. Lord *Granville Somerset*.] You have stated that the Grand Junction Railway has been a lucrative concern since its opening; now, to arrive at the conclusion, of course you must take the profit on one side and the expenses on the other; are you not able, therefore, to state what those expenses are, under the several heads of wages and engines, and so forth?—No; I should state the receipts on the one side, and the general expenses on the other, of all railways, as far as we know.

562. The question refers particularly to the Grand Junction?—It is impossible to state; because, for instance, we have 60,000*l.* laid out in engines and carriages, and we cannot tell what we are to put down for the wear and tear of those.

563. Your difficulty arises from not being able to ascertain the precise per-centage for wear and tear upon the stock of engines?—That is one difficulty; another difficulty is, that we give our secretary 1,000*l.* salary. If that is to be divided over a large sum, of course it comes to a smaller per-centage. I should say that the Liverpool and Manchester is the best criterion of the general expenses.

564. It is a cheaper line, in consequence of its gradients, is it not?—No, I do not think it is.

565. If it is not a cheaper line in consequence of its gradients, is it not a dearer line because of the shortness of its extent?—Yes; it is a dearer line.

566. Therefore, whatever the per-centage of expense may be upon the Manchester and Liverpool, it will, at all events, cover the expense of the line between Birmingham and Liverpool?—I think it would.

567. But you are not able to state any positive data upon which you have asked the Post-office to give such and such sums for the conveyance of the mails?—No; my data would be our charges, which are nearly the same as the Liverpool and Manchester per mile for passengers. The Post-office asked us "What would you charge for such and such accommodation?" We said "That accommodation would contain 20 persons; we should charge those persons 20*l.*, and we will take it for you for 10 *l.*"

568. Supposing the Post-office was to say 'We do not want accommodation for 20 persons, but for 10,' what difference would that make?—One-half.

569. That is to say, you would charge in that case 5 *l.* instead of 10 *l.*?—Then I should say it is still a question whether it is desirable to go at night at all.

570. In that case, then, whether it was 10 or 20 passengers, you would charge the same?—I am afraid that we must, for a night train. We would rather be without the night train, if it is possible, altogether. We want the night for repairing our road. Also, in case of any accident happening in the night it is much worse. Then, taking into account the keeping all those persons up, and taking one thing with another, I should think it well deserves that; but this arrangement was only proposed to be for six months' notice on each side.

571. *Chairman*.] Do you mean to say that you consider it rather in the light of an experiment, than that you feel satisfied that those are the terms upon which a permanent arrangement ought to be concluded between the two parties?—I am sure that we should be quite open to any fair arrangement after the experience of six months' trial. One great difficulty has been to know what the Post-office wanted. They kept asking, as abstract questions, what we should do for so and so; but we have never had any accurate statement of what they actually do want.

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572. Mr. *Gillon.*] Would you have any objection to allow an officer of the Post-office to inspect your books, so as to ascertain at what rate you could run?—I should say they may ascertain that much better from the Liverpool and Manchester published accounts than from our books, because ours will not tell them what the expense of the wear and tear of engines is.

573. Mr. *Easthope.*] Should not you be perfectly willing to give the Post-office all the information you possess to guide them in forming an opinion as to the terms they ought to make?—With the greatest pleasure in the world.

574. Is the Committee to understand that the desire of the Grand Junction directors is to be relieved as much as they can be from the details of management?—Certainly.

575. And that you would be very desirous to find persons to become carriers?—To find us the power and everything. It is the unanimous feeling of the board to endeavour to get persons to do that.

576. Is it your opinion that the reason why you have not been able to make progress in these arrangements is from the thing being as yet speculative, and from persons not clearly knowing what they can do, and what they ought to do?—Yes.

577. Do you contemplate that probably much greater advances will be made in a short time, and that before long all parties will know much more about it?—Quite so. I should say that as good an engine-maker as any in the kingdom, a great house in Manchester, has itself made engines of which almost every axletree has broken. The last of the axletrees has broken upon our railroad, and they have re-supplied them at their own expense, showing clearly that the thing is not understood sufficiently as yet.

578. Mr. *Baring.*] You stated that you would have no objection to furnish the Post-office with any information which might enable them to consider the terms to which they would accede. Would you have any objection to accede in cases of difference to an arbitration, one party to be proposed by the Post-office, another by the company, and a third party to be selected by those two, and those parties to settle the terms, and to have the power of looking into the whole matter, and saying what they thought was a fair and proper sum to be paid?—I am sure, as far as I am individually concerned, and I believe it would be the feeling of the company, that we should be very glad of anything of that kind.

579. And in such case you would have no objection that those parties should have the full power of looking into your books, and ascertaining what would be a fair charge?—I think they would ascertain what would be a fair charge better in other ways without looking at our books; from inquiring of engine-makers.

580. Supposing they should wish to have further information, do you think there would be any objection, on the part of the company, to give that information?—I think not.

581. Lord *Granville Somerset.*] Your own impression would be in favour of affording information—Quite so.

582. Mr. *Easthope.*] Is the Committee to understand that in all your conversations and negotiations with the Post-office, you have felt a difficulty, in consequence of not exactly knowing your own situation, not knowing what they positively would want, and not knowing what the charges would be that you would be put to?—The Post-office required so very much from us; they sent down a contract signed, which certainly was anything but such a one as we could really look at: it would have taken the whole power out of our hands. Having commenced this railroad without knowing the number of passengers we should have, we found soon that the trains which carried the mails did not fill at all; that they went with only seven or eight, or sometimes two persons to Birmingham. We asked the Post-office to alter the hour, and the answer was, No; they would not allow us to alter at all; so that we were compelled to go, although we only took, in many instances, eight or nine passengers all the way to Birmingham; and my opinion is, that we are losing a considerable sum of money every day by carrying the mails now, because the same passengers that go by the early and late mail would go now in the next trains, if those mails were not there; and I should say that those trains go almost exclusively for the Post-office.

583. *Chairman.*] Did your objection to the contract that the Post-office proposed to you apply to the money terms of the contract, or to the other stipulations?—I should say both one and the other.

584. Have

584. Have you got a copy of the contract which the Post-office proposed to you to agree to?—I have. *John Moss*, Esq.

585. Will you have the goodness to deliver it in? 12 December 1837.

[*The same was delivered in, and read, as follows:*]

HEADS OF RAILWAY CONTRACT.

The Grand Junction Railway Company to convey, by such railway carriages as shall from time to time be approved of by the Postmaster-general, all such mails or bags of letters and newspapers as shall for that purpose be tendered to the company, or any of their agents or servants, by the Postmaster-general or any of his officers, with a guard in charge thereof, four times every day from Birmingham to Liverpool and Manchester respectively, and four times every day from Liverpool and Manchester respectively to Birmingham. The following to be the hours and times of dispatch, the time or space within which the distances shall be performed, and the hours and times of arrival respectively.

DISPATCH.	Time within which the Distances shall be performed.	Arrival at Liverpool and Manchester respectively.
From Birmingham:		
Seven o'clock and half-past eleven, A.M.; half-past two o'clock and half-past six o'clock, P.M.		
From Liverpool and Manchester respectively:		Arrival at Birmingham.
Half-past six o'clock and half-past eleven, A.M.; half-past two o'clock and half-past six, P.M.		

The carriages to be worked and the mails to be conveyed at such a rate of speed as will perform the distances within the time or space abovementioned. The Postmaster-general may require any of the said hours of dispatch to be altered, in which case a proportionate alteration to be made in the hours and times of arrival.

The Postmaster-general to be at liberty to forward additional mail-bags at any other hours of the day at which railway trains or carriages shall start to or from any of the places aforesaid. If, from accident, or any other cause whatever, any of the mail-bags to be forwarded and conveyed by the said railway carriages shall not reach Birmingham, Liverpool, and Manchester, by the hours and times hereinbefore appointed for the dispatch of the mail-bags from those places, or shall not reach Newton, from the North, at the time appointed for that purpose, the company shall, to prevent as far as may be the correspondence of the country from being interrupted, detain the railway carriages for the space of unless the mail-bags shall sooner arrive.

The company to receive, take up, and deliver and leave mail-bags at all such intermediate towns and places on the line of the railway as the Postmaster-general shall from time to time order and direct, and particularly shall take up at Birmingham, and leave at Newton, mail-bags for places to the north of Newton, and take up at Newton mail-bags coming from the north of that place. The charge for conveyance to be 3 *s.*, and three-eighths of a penny per cwt. for the mail-bags each way, being at the rate of three-eighths of a penny for every single mile, and 8 *s.* 1 *d.* for the guard, being at the rate of 1 *d.* for every single mile, to be paid quarterly. Any weight under half a cwt. to be paid for as half a cwt.; above half a cwt., and not exceeding 1 cwt., to be paid for as 1 cwt.; above 1 cwt., and not exceeding 1½ cwt., to be paid for as only 1 cwt.; above 1½ cwt., and not exceeding 2 cwt., to be paid for as 2 cwt.; above 2 cwt., and not exceeding 2½ cwt., to be paid for as 2 cwt.; and in the like proportions for any greater weight. The weight to be ascertained when the mail-bags are taken up at Birmingham, Liverpool, Manchester, and Newton, and (except the bags going to or coming from places to the north of Newton, and left or taken up at Newton) the aforesaid rate or charge shall be payable for the entire distance between Birmingham, Liverpool, and Manchester (being 97 miles). And as to the mail-bags taken up at Birmingham and left at Newton, and bags from places to the north of Newton, taken up at Newton, the said rate or charge shall be payable for the distance between Birmingham and Newton only, being 84 miles. No additional charge to be made for any other bags taken up at towns or places through or near which the railway passes; and on the other hand, no deduction or allowance shall be made for the weight of the bags delivered or left at any towns or places on the road. The company to make and build in or upon each carriage employed for the conveyance of the mails, to the satisfaction of the Postmaster-general, or such person as he shall nominate in that behalf, a seat, and under or near the same a box or boxes (sufficiently large and capacious to contain all the mail-bags), with locks and keys to such box or boxes, for the exclusive

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conveyance and use of the mail-bags, and the guard in charge thereof, or, if required by the Postmaster-general, or such person as aforesaid, shall appropriate, for that purpose, the whole inside of any such carriage.

No person other than the guard to be allowed to ride near the said bags, or the place wherein they shall be deposited, other than an inspector of mails, or spare guard, who shall be at liberty to travel occasionally by the railway carriages, free of charge, provided he sits with the regular guard.

The company to observe and obey the orders and directions of the Postmaster-general, relative to the conveyance and security of the mails, the places and situations in the railway trains of the carriages containing the mails, and otherwise relative to the due performance of the contract, and particularly so, that the Postmaster-general shall not be under the necessity of dispatching more than one guard in charge of the mails by each train.

In case of any accidents to the railway or the railway carriages, the mails and guard in charge thereof to be immediately forwarded on at the sole costs and charges of the company. If the Postmaster-general shall be obliged to forward the mails and guard, in consequence of any refusal or neglect of the company, or any accident, the company to bear any expense which may be thereby incurred. The contract to commence on the day of and to continue until determined by 12 calendar months' previous notice in writing on either side. Power for Postmaster-general to determine it immediately, in case of breach or default. The company to be bound to the Crown in a penalty of for due performance of the contract.

586. Will you state the terms of that contract to which you objected?—The terms are that we are to fix particular hours for starting. First of all, certain hours of dispatch are fixed, and the time within which the journey will be performed; they require us to put down also the hours of arrival at Liverpool and Manchester respectively. Those are things which we could not pretend to state, because they talked of penalties afterwards, if not performed.

587. In the contract which you yourself proposed to sign with the Post-office, do you not stipulate to perform the distance in a certain time?—Supposing no accident happened to the engine.

588. Mr. *Baring*.] If you had contracted with parties for the steam power upon the line, should not you have inserted penalties in the contract?—No; I think we should have given them a certain time, within half an hour, or something of that sort, for arrival; we should have half an hour allowed beyond the proper time fixed.

589. Mr. *Easthope*.] Will you state your other objections to the proposed contract?—The next thing was that the Post-office may require any of the hours of dispatch to be altered, in which case a proportionate alteration is to be made in the hours and times of arrival. Now, that would have been to us a very great inconvenience, because they pay us only a very few shillings for the carriage of the mails, and a number of passengers expecting to go by a train would never consent to have the hour altered.

590. Did the Post-office propose to give you notice of the alteration?—It is not said so here.

591. What is the next point to which you object?—The Postmaster-general was to be at liberty to forward additional bags by any other trains which might go. Then, "if from any accident, or other cause whatever, any of the mail-bags to be forwarded and conveyed by the railway company shall not reach Birmingham, Liverpool, and Manchester, by the hours and times hereinbefore mentioned appointed for the dispatch of the mail-bags from those places, or shall not reach Newton in time," then we are to forfeit a certain sum; they left the sum in blank. Now, in just starting a railway, when we can hardly tell what an engine would do, we do not like the idea of forfeiting a sum for not keeping time. The next was, "The company to receive, take up, and deliver, and leave bags at all intermediate places that the Postmaster-general shall direct." That would lose us, perhaps, three minutes at each place; which, upon our first-class trains, would be a very serious thing. Then the charge for conveyance to be 3*s*. and three-eighths of a penny for the mail-bags per hundred weight each way, and 8*s*. 4*d*. for the guard. Then we were required "to make and build on or upon each carriage employed for the conveyance of the mail, to the satisfaction of the Postmaster-general, a seat, and under or near the same a box or boxes, sufficiently large and capacious to contain all the mail-bags, or, if required, the Postmaster-general shall have the power to appropriate for that purpose the whole inside of any such carriage; no person other than the guard to be allowed to ride near the said bags or the place wherein they shall be deposited other than an inspector of mails or spare guard." Now, we could not tell how

how far that might extend, because if the Postmaster-general thought proper to put a great number of bags, and to require that no person should sit near to them, it was a question how far that might go.

592. Mr. *Easthope.*] Would not you think it reasonable that the Postmaster-general should require that nobody should sit near the bags so as to have access to them?—I think it is quite reasonable, but then I think it should not be at the price that was talked of for this. Then "the Company to obey and observe the orders and directions of the Postmaster-general relative to the conveyance and security of the mails, the places and situations in the railway trains." In short, placing the whole railway under the direction of the Postmaster-general.

593. What did you understand by that last provision?—We were so alarmed when we saw it that we at last would not sign the contract.

594. What did you understand it to mean?—That they were in fact to take the whole control of the trains; that the trains were to be considered, as the mail-coaches now are, under their control.

595. Why would that be inconvenient?—Because the public at each station expecting to go by the trains, any alteration would be inconveniently felt.

596. Would not the same care that led to the expedition of the Post-office bags also lead to the quick transmission of passengers?—No; because it might happen that the Post-office might keep the mail half an hour in London, or at any other place, and then all the parties would be waiting.

597. Do you think it probable that that would be the case?—It is now. When Mr. Louis was down he asked us to allow them to stop a quarter of an hour longer in Birmingham, and we said we had no objection, and they began immediately to take the quarter of an hour more.

598. Would that be any grievous inconvenience to the public?—I should say very great indeed; suppose there are three or four gentlemen's carriages going to Ireland, who can only arrive in time by going by a particular train, they would complain very much if they were stopped by the mails.

599. *Chairman.*] Are not the stipulations you have enumerated, in all the material points, very similar to those regarding the special trains in the agreement which you have signed with the Post-office?—Yes; and that is the reason why, looking at those special trains, we charged so much higher for them.

600. Then your objection to the proposition of the Post-office was rather a question of price, than any great alarm at the vagueness, or onerous nature, of the other conditions that were proposed to you?—Our wish has been, from the first, to give to the Post-office every possible accommodation, if they would only say what they want; but we could not afford to give them the accommodation required here, at the price they wished to pay us.

601. Then it all comes to a question of price?—Quite so.

602. Mr. *Easthope.*] Is the Committee to understand that you would not mind giving up the management of the train, and the power of regulating it, if the price paid was satisfactory?—So far as this: I should say in that case, we should not use it as a train to carry the public, because we must be regular with the public.

603. Then you would contemplate that if the Post-office were to have this independent control, it should be altogether a distinct conveyance?—If it was found to interfere with the other, if they changed the hour, for instance, then we should not attempt to take passengers along with them.

604. *Chairman.*] You proceed upon the supposition that it would not be for your advantage to send passengers by a train that conveyed the mail-bags?—Not if they were liable to any alterations, or to stop for the arrival of the mail.

605. But if, ultimately, it was found that the hours did not greatly vary at which those trains were dispatched for the service of the Post-office, and the passengers did, in point of fact, go by them, do you think it would be unjust to take that circumstance into consideration in settling the payment which the Post-office were to make to the company?—I should say that it would not be unjust to take that or any other circumstance into consideration at any time they pleased; we should be very glad to take it into consideration, and to reduce the price if we could.

606. Then why did you object to the proposal of the Post-office, that on that event occurring it should be taken into consideration in regulating the price?—I hardly objected to it; but as far as I objected to it, it was because it would be difficult to say whether the passengers would not have gone by the other train; for instance, suppose they had a train going half an hour after our regular train, many

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passengers that would otherwise have gone in the train before would wait for the other half an hour afterwards.

607. Mr. *Greene.*] But observing the general regularity of the mails, have you any great reason to anticipate such frequent changes of time as would cause any serious inconvenience to the railway?—It is rather the changes of the Post-office; they demand to be allowed to change whenever they please.

608. Have you any reason to anticipate that they would make any such frequent changes, seeing the regularity that has existed, with respect to the mails, for a long series of years?—When they ask to be allowed to change when they please, we, of course, conclude that they have some reason for it.

609. Lord *Granville Somerset.*] Is it not probable that, considering the great change that must occur in all the communications of the country, in consequence of the formation of railroads now in progress, or which hereafter may be in progress, that changes will take place beyond anything that you can now calculate upon?—I am quite sure of it.

610. Is not your disposition, therefore, rather not to enter into any permanent contract at this moment, and to put off any definite arrangement, till you, on the part of the company, can see a little more as to your own source of profit, and also as to the probable demand of the Post-office?—Our proposition was, that we should be bound; but that the Post-office might close, any day that they pleased, all the trains, or any one of them.

611. Though you demand these high rates now, do you not contemplate the possibility of hereafter reducing those rates considerably, and without sacrifice on the part of the proprietors?—I think very probably.

612. Mr. *Baring.*] You are understood to say, that the special trains which carry the mails stop oftener in the course of their passage than your trains would. Will not that make them more convenient for passengers going from the particular places that are within the termini of the railroad?—Of course more convenient to those passengers, but much more inconvenient to other passengers.

613. Have you any means of ascertaining whether those passengers form any important part of the number?—I should say that they do not form any very important part of the number. We find that when we stop frequently we take an hour longer to go to Birmingham than we do with the other trains. In consequence of that no person will go by a second class train, that stops so often, if he can possibly go by a first class.

614. But is not the number of passengers in the second class trains going from the intermediate places very considerable?—It is.

615. Mr. *Greene.*] With respect to the number of places where the mail trains stop, is it not merely a slackening of the speed, and throwing down the mail-bags, rather than such a stoppage that passengers can get in and out?—Yes. There is a patent taken out by one of our coachmen for an invention which shall take the bags up and down without slackening at all.

616. Then there would not be the convenience adverted to in the last question?—No.

617. Lord *Granville Somerset.*] Nor the inconvenience either?—No.

618. Mr. *Easthope.*] How is that done?—As the coaches go past, there is a kind of pillar upon which the bags are hung, and as the coaches go past they leave the bag hanging.

619. Lord *Charles Fitzroy.*] The oftener you stop would you not have more passengers?—I should think certainly; but then persons would go a little distance rather than miss going.

620. Mr. *Easthope.*] Are the Committee to understand that you are not now in a condition to form a decisive judgment as to the expense, and as to the practicability of certain requirements, and that that very much embarrasses any negotiation you may have with the Post-office?—Very much indeed.

621. Do you consider that the same inexperience must necessarily embarrass the Post-office?—I am sure it must, and the impossibility there is to state what they want.

James Pim, jun., Esq., called in; and Examined.

J. Pim, jun. Esq.

622. *Chairman.*] WHAT situation do you hold in connexion with the Dublin and Kingstown Railway?—The Treasurer.

623. Mr. *Loch.*] You have been for some time in the habit of carrying the mail from

from Kingstown to Dublin, have you not?—We have been at work about three years; from a few months after our opening we have carried the mails.

624. Have you carried them under the contract that is now subsisting, or have you entered into a new contract?—We have entered into a contract with the Post-office within the last month. Previously we had no contract with them: we neither knew our own capabilities nor their wants. The sum fixed was 300 *l.* a year, with a mutual understanding that we should exert ourselves to the utmost to promote the convenience of the Post-office authorities, and that they should endeavour to meet us in such a way as would promote the public convenience.

625. *Chairman.*] Have you ever been in the habit of employing special trains for the service of the Post-office?—Always. We keep a special train in waiting for the Holyhead mail from half-past five in the morning till the mail arrives. Occasionally it is kept waiting an entire day. This train starts immediately upon the arrival of the Holyhead mail, and comes up to Dublin without stopping at any intermediate station, and is a very considerable expense to us.

626. Do you find that passengers avail themselves of the Post-office train?—Occasionally they do. I do not consider that that makes any difference; because, if they did not come by the Post-office train, they would come by the next train with us.

627. Mr. *Loch.*] What is the distance from Kingstown to Dublin?—Six miles.

628. Under the new contract how often are you obliged to convey the letters during the day?—We convey the Holyhead mail and the Liverpool mail first, and then we have eight other deliveries, namely, the general post and the penny post; and we have four deliveries daily between Dublin and Black Rock, and Dublin and Butter's Town.

629. Is there a special train for all those different purposes?—We have a special train for the Holyhead mail always: for the Chester mail, that is a mail which has been lately established, we have a special train in waiting from five o'clock till half-past six in the afternoon. It is of great importance to the Post-office that that mail should be delivered with the greatest possible expedition, if it arrives within nine hours, in order that the letters may be sent on to the interior.

630. Have you a special train waiting for the Liverpool mail?—No, it is not of so much importance as to require it.

631. What is the nature of the new contract with the Post-office; what is the annual sum that you have undertaken to carry the letters for?—£. 500 per annum.

632. Do you consider that a reasonable sum?—I consider that we are barely clearing our expenses; but we are placed in rather peculiar circumstances. Our directors have considered that we are peculiarly bound to afford every possible accommodation to the Post-office authorities and to the Government, in consequence of having received from Government a loan of one-third of the cost of the entire undertaking. We owe 100,000 *l.*, in round numbers.

633. Do you pay interest upon that loan?—We do.

634. And are bound to repay the capital?—We have paid the interest regularly.

635. You state that 500 *l.* hardly remunerates you. In what way have you made that out; have you entered into any calculations to ascertain that fact?—I entered into it as minutely as I could, with the assistance of other persons connected with the company. It is really a very difficult matter, and a considerable portion must be guess-work. For instance, the special train costs a very much larger sum in winter time than in summer; the Holyhead mail, generally speaking, in summer time, arriving within a few hours after six in the morning; this time of year it occasionally happens that the Holyhead mail does not arrive till night, therefore the expense is greatly increased. In winter time also, we are obliged to start that train, if the Holyhead mail arrives at or before a quarter before six in the morning. That involves the expense of having a number of our establishment at both ends, and along the line, in operation at that time, although we have little or no traffic, and, but for that reason, we should not commence our operations in winter till eight o'clock in the morning. In this way it is quite clear that a very considerable additional expense must be incurred, and we believe that we are not more than paid for our outlay by the amount that we receive from the Post-office.

636. Do those observations apply to Sundays as well as to the rest of the week?—Yes; with a little difference as regards the general post and the penny post, which are not so frequent on Sundays.

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637. The mails are carried during whatever period the mail may arrive?—Yes.

638. Whether during Divine service or not?—The hours of Divine service in Dublin are not so well defined as in England; a large proportion of the population being Roman-catholics, their hours are very different from the Protestant service.

639. Lord *Sandon.*] What length of time beforehand do you generally see the packet in the offing?—In clear weather we can see it at least an hour, under ordinary circumstances.

640. And in the dark, how long?—In foggy weather we can of course see but a very short distance in the dark, but we have always a train waiting there.

641. Is it necessary to keep it waiting, when you have so long a notice before you as an hour?—It is necessary, for this reason, that we are obliged to have the steam up, and then our engine station is about four miles from Kingstown, and we find it better to have the engine up, and the men waiting at Kingstown for the arrival of the mail, than to incur the risk of any possible irregularity that might arise from trusting to sending a message up to the engine-station for the engine to come down after seeing the vessel in the offing.

642. Mr. *Wallace.*] Do not the packets keep pretty good time?—In good weather very good time.

643. So that the delays are not occasioned except by bad weather?—Except by bad weather.

644. In what time do you perform the six miles?—We are bound by our contract to perform the six miles in 20 minutes. There is an understanding that no penalty shall be imposed unless we are five minutes behind our time.

645. How near do you keep to the 20 minutes?—Within it almost always.

646. Do you see any difficulty in locomotive engines performing their work within a given time?—There is a very great difficulty on a long line, as compared with a short one. I consider that the difficulties are in a greater proportion than the arithmetical proportion between the length of the lines.

647. Have you had any experience of long lines?—No; but from the experience I have had on the Dublin and Kingstown Railway, I should say that the result of any trifling accident to the engine must be much more seriously felt upon a long line than upon a short one.

648. Barring accidents, do you see any difficulty in performing the distance within a certain specified time?—There are peculiar states of the weather when it is extremely difficult to keep the time; for instance in foggy weather and in slight frost. Frosty weather makes the rails glassy, so that the engine wheels slip round without propelling the carriage forward, and if that is accompanied by an adverse wind, it is extremely difficult to keep time. We have more than once been brought to a stand-still with the engine in perfect order.

649. Mr. *Loch.*] You have heard Mr. Moss state, that he proposed to give the Post-office the advantage of a special train for the payment of 10 *l.*; what proportion does that bear to the bargain you have made with the Post-office at the rate of 500 *l.* a year?—I can hardly state that at present.

650. When you entered into the agreement with the Post-office for 500 *l.* a year, did you offer to them to do it for 500 *l.* a year, or did they offer that sum to you?—Our first arrangement was merely for the conveyance of the English mails. We entered into a negotiation, in addition to that, to convey the general post and the penny post between those towns, and we were asked what sum we would do it all for. We asked first 600 *l.* a year; but the Post-office had previously always required a section of our second-class carriages for the conveyance of the guard and the mails, which occupied a space that was represented by 5 *s.* 4 *d.* in each train; eight passengers at 8 *d.* each. They have now consented that the guard and the mail-bags shall go in the third class carriages; they only take up the room of four persons at 6 *d.* each, for which we consented to forego 100 *l.* a year from our original demand.

651. Were these the only data that you assumed before you made the arrangement with the Post-office; did you not make any calculations as to the expense of locomotive power?—The principal direct expense of our contract with the Post-office is keeping a spare engine in waiting from a very early hour in the morning, and the expense during the four winter months of commencing all our operations two hours earlier than we should otherwise do.

652. Then all the other bags are conveyed by the ordinary trains?—Yes; except the Holyhead mail and the Chester mail, between five and half-past six.

653. Mr.

653. Mr. *Wallace.*] Do you distinguish the second and third class trains as to time, or as to price?—We have three classes of carriages in each train; we have no first class train and second class train. The time is the same precisely.

654. Mr. *Easthope.*] What interest do you pay upon the Government loan?—We pay 4 per cent. upon the greater portion of the loan; upon a small portion we pay 4 *l.* 0 *s.* 6½ *d.* per cent.

655. Lord *Granville Somerset.*] Is there any sinking fund with which you are to pay off this loan within a certain time?—It is not under our Act; it is under the Act for the promotion and encouragement of Public Works in Ireland; and we are bound to pay the principal by instalments of five per cent. within 20 years, and we have paid instalments for two years and a half at the rate of 5,000 *l.* a year. We have paid all the interest that accrued during the construction of the work, and what has accrued since we commenced operations.

656. Is it a paying work altogether?—Unquestionably.

657. Mr. *Easthope.*] What dividend do you pay?—We have paid 5 per cent. to the proprietors, besides paying off the interest and the sinking fund to the Board of Works.

658. Supposing you were not paying off that 100,000 *l.* so lent, what would the dividend be?—Our dividend to the proprietors would be between 6 and 7 per cent.

659. Can you state the proportion that the carriages cost you in the general cost of the establishment?—I cannot. I was not aware that I should be examined by the Committee.

660. Therefore you cannot tell the precise data upon which you have made this demand upon the Post-office?—I cannot.

661. You state that if you were not paying off the Government loan, you would pay between 6 and 7 per cent. interest. Was there any time during the construction of the railroad when you paid no interest upon the capital?—No; we have paid interest upon the amount of instalments, as they were advanced to us during the construction of the work. We were obliged to pay that out of the capital.

662. What time does it take you to get up the steam in an engine?—If the engine be perfectly cold, it takes from an hour and a half to two hours to get up the steam, in the yard.

663. Mr. *Wallace.*] You have stated that there is no difference in the course of sending the mails along the Dublin and Kingstown Railway on Sundays?—None, except some small difference with respect to the general post and penny post deliveries, which are not so frequent as on other days.

664. You have stated that there is considerable difference in the hours of Divine worship in Dublin, as compared with Liverpool and other places. Supposing a rule was to be made, that the mails should not be started during the hours of Divine worship in Dublin, under existing circumstances, what would be the effect of that in impeding the mails on Sunday?—The hours of Divine worship on Sundays in Dublin include all the day, because there is scarcely any time of the day that is not appropriated by some class of persons to Divine worship.

665. Then, in point of fact, the mails could not start at all?—Not at all.

666. So that the entire correspondence of Ireland with England would be stopped, provided such a rule was made in Dublin with reference to the transmission of the mails on Sundays?—Taking that view of the subject; but it is generally understood that the hours of Divine worship are from twelve to two, when most of the parish churches are open, and the time of the evening service in the parish churches.

667. But a large proportion of the people being Roman-catholics, the effect would be, that if all the hours were to be observed during which there is Divine worship, the mails could not be forwarded?—I think it would have that effect; including Roman-catholics and Dissenters, there is no hour but what is appropriated to Divine worship by some class of persons or other. Perhaps the Committee will pardon me for suggesting, that it is of so much importance to combine regularity as well as speed in the Post-office communication for letters, that I would suggest, that it would be exceedingly well worth while to the public to have two engines to all mail-coach trains, for without you have two engines, the sources of accident are so many in locomotive engines travelling at a high rate of velocity, and so mere a trifle will stop a train occasionally, that I have always considered it desirable to have two engines to any mail-train of any importance.

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668. Would that greatly augment the expense?—It would; but I consider that the benefit that would arise from the punctuality of delivery would be well worth paying for.

669. Do you think that would insure perfect punctuality?—It would go as far as any plan that could be proposed, and without that I do not think it could be insured. By that means, if any accident happened to one, the other engine might be able to bring the lame horse and the trains along.

670. Mr. *Hutton.*] Might not the engines, in that case, be of much less power?—I scarcely think it would be worth while; the great object is to secure punctuality.

Hardman Earle, Esq., called in; and Examined.

H. Earle, Esq.

671. *Chairman.*] WITH what railway companies are you connected?—I am on the Grand Junction board; I am also a Director of the Liverpool and Manchester, and of the North Union.

672. Were you cognizant of the negotiations which have at various times been going on between those companies and the Post-office?—I was a party engaged in the first agreement, under which we are now working, but I was not a party to the last one; it was left entirely to the chairman, who submitted it afterwards to the board, and the board of directors approved of the scale of the proposed contract, which has been read to the Committee.

673. Do you concur in the opinion which has been expressed by the chairman, that it was very difficult in the early stage of the affairs of the Grand Junction Railway to found that agreement upon any very accurate data?—I do concur in that opinion.

674. You were probably previously acquainted with the first proposal which was made on the part of the Post-office to the Grand Junction Company, which you have heard read in this room?—Yes; that is the same in many terms as the present, but there were certain restrictions which we thought very objectionable; it is three-eighths of a penny per hundred weight per mile, or 3 *s.* for the whole distance, and one penny per mile for the guard.

675. How would that be as compared with the 10 *l.* which you proposed?—That is about 1 *l.* 1 *s.* the trip; the proposed contract would be very much more than that.

676. Mr. *Baring.*] What do you expect to gain by the new terms which will come into operation in February next, if the Post-office agree to those terms?—I should think five or six thousand a year.

677. Is it less than 9,000 *l.* a year?—I have not calculated; I do not know what the Post-office might want; I believe it comes at present to about 3,000 *l.* to 3,500 *l.* a year, and probably it would come to 9,000 *l.* or 10,000 *l.*, but then there would be a great deal more accommodation for that.

678. Lord *Sandon.*] What is the accommodation which you furnish now, as compared with that which you would be called upon to furnish?—The accommodation now is merely a seat upon the outside and the whole roof of the carriage, upon which there are imperials, into which the bags are put. The accommodation that is required is the room of about 18 passengers; in short, it is the whole body, for the purpose of having a travelling post-office, that they could sort the letters as they went on. What they want would weigh three tons or three tons and a half.

679. Mr. *Wallace.*] Mr. Moss was understood to say, that the arrangements with the Post-office were not lucrative to the railroad; that, in point of fact, they did not look for profit, having a desire to accommodate the public as much as possible. Is the new proposal, by which 5,000 *l.* or 6,000 *l.* a year will be gained by the company, to be remunerative only for the outlay, or is it to give a profit to the company?—It is very difficult to say whether the additional price would be an advantage to the company, but I should think it would.

680. And leave a profit to the company?—I think it would.

681. What may be the profit expected?—I cannot undertake to say in figures what it would be.

682. *Chairman.*] Do you think it would be a higher rate of profit than they get upon their usual operations?—Indeed, I should think it would be, rather.

683. Lord *Sandon.*] Including the night train?—The night train is exceedingly unprofitable; it averages not more than 3 *l.* or 4 *l.* a trip; and I have no hesitation in saying, that the night train would have been discontinued had it not been for

for the arrangement with the Post-office, and that we are losing a great deal of money every week by the night train.

684. Which of the trains do you consider the night train?—The one that runs at half-past six from Liverpool, and seven from Birmingham.

685. *Chairman.*] Is there not, at present, in the public, a disinclination to travel by night, in consequence of being afraid?—I do not think it arises from that; a great body of people are going, for example, to London from Liverpool, and when they get to Birmingham they can get no further by the railway; but I think that when the railway is completed they will come through, whether it be night or day.

686. Mr. *Easthope.*] Does that constitute a reason why you do not think that you are in a position to say what would be fair towards the Post-office, and what would be proper towards the company?—I think it is. I think it would be impossible to fix a rule that would be equally fair towards all railways. I am a director of the North Union, which proceeds from Newton to Preston. You might get terms which would be very fair for the Grand Junction, but which would be absolutely ruinous to a railway such as the Newton. To insist upon keeping an engine to wait for the arrival of the Grand Junction train from the south, and go on to Preston, would be ruinous to a small railway of that kind.

687. Mr. *Wallace.*] Have you considered of any general rule which would be fair, both to the public and to the proprietors of the railways?—I should not know what principle to go upon; there is nothing to guide us; we have no experience.

688. Mr. *Gillon.*] Do you consider that this great additional weight, amounting to about three tons, makes a large ingredient in the charge for special trains?—Certainly.

689. In fact, if you carried the mails as formerly, with imperials and an outside seat, you could afford to run a special train at much less charges?—Unquestionably; the having an additional carriage might prevent our taking on a gentleman's carriage half-way, or at either end; it might oblige us to have two engines instead of one.

690. Mr. *Wallace.*] You are aware that there have been considerable delays in taking the mail both ways along the Grand Junction Railway. Can you state what the causes of those delays are?—Having been summoned to attend this Committee, I have investigated our books; I have selected them out, and I can vouch for the accuracy of them. I have classed them, beginning with the arrivals before time, and going on increasing by five minutes to the exact time, and then beginning with the arrivals after time, five minutes afterwards, and so to the last, and with the permission of the Committee I will read it.

(*The Witness read the same, as follows:*)

ARRIVALS of 560 Mail Trains on the GRAND JUNCTION RAILWAY at *Liverpool, Manchester* and *Birmingham* respectively, for 20 weeks, between 9th July and 25th November 1837.

	LIVERPOOL.	MANCHESTER.	BIRMINGHAM.
Before Time 45 minutes	-	1	
Ditto - 40 —	1	1	1
Ditto - 35 —	-	3	1
Ditto - 30 —	16	6	1
Ditto - 25 —	11	9	5
Ditto - 20 —	11	17	15
Ditto - 15 —	44	45	15
Ditto - 10 —	51	44	21
Ditto - 5 —	42	45	43
Exact Time	113	91	76
	289	262	178
After Time 5 minutes	54	32	36
Ditto - 10 —	44	44	50
Ditto - 15 —	33	55	46
Ditto - 20 —	23	42	35
Ditto - 25 —	21	18	38
Ditto - 30 —	22	31	30
	197	222	235
Ditto - 35 —	17	8	29
Ditto - 40 —	12	11	19

(*continued*)

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	LIVERPOOL.	MANCHESTER.	BIRMINGHAM.
After Time 45 minutes	13	14	24
Ditto - 50 —	7	8	11
Ditto - 55 —	1	4	13
Ditto - 1 hour -	5	13	6
	55	58	102
Ditto - 5 minutes	1	2	9
Ditto - 10 —	2	4	6
Ditto - 15 —	7	1	3
Ditto - 20 —	-	1	1
Ditto - 25 —	-	-	6
Ditto - 30 —	3	1	2
	13	9	27
Ditto - 35 —	-	-	2
Ditto - 40 —	-	1	1
Ditto - 45 —	1	-	3
Ditto - 50 —	1	3	1
Ditto - 55 —	-	1	2
Ditto - 2 hours -	2	1	1
	4	6	10
Ditto - 5 minutes	-	-	1
Ditto - 15 —	-	-	1
Ditto - 25 —	-	-	1
Ditto 3 hours 30 minutes	1		
Ditto 3 – 50 —	1	1	
Ditto 4 –	-	1	
Ditto 4 – 10 —	-	-	1
Ditto 4 – 25 —	-	-	1
Ditto 4 – 45 —	-	-	1
Ditto 5 –	-	1	
Ditto 5 – 20 —	-	-	1
Do. 12 – 30 —	-	-	1
	560 trains	560 trains	560 trains
Time allowed to	4 hrs. 30 min.	4 hrs. 30 min.	4 hrs. 35 min.
Average time, including all delays	4 – 39 –	4 – 39 –	4 – 57 –
Average time, excluding all delays above one hour and a half as the result of accidents.	4 – 36 –	4 – 38 –	4 – 51 –

Of the 1,120 journies which have been performed (reckoning Liverpool and Manchester as one), there have been 24 which have exceeded the time more than one hour and a half, and 10 more than two hours.

REPORTED CAUSES OF DELAYS.	LIVERPOOL.	MANCHESTER.	BIRMINGHAM.
Broken axles of engines, tenders and waggons	5	-	14
Failures of pumps, eccentrics, connecting-rods, cotters, &c.	19	-	15
Bad coke, and fire-bars burnt out, &c.	9	-	33
Heavy trains	17	-	42
High wind	5	-	20
Obstructions from cattle, waggons and breaks-down.	4	-	9
Detentions from goods and second class trains, &c. on Liverpool and Manchester Railway.	30	64	13
Engine more or less out of order, the number not being sufficient.	28	-	40
Rails slippery	11	-	15
Detentions in watering	7	-	15
Horses kicking out the sides of horse boxes	4		
Waiting for London mails at Birmingham (time deducted).	7		
Engine and waggons getting off the road at points.	6		
Waiting for the Manchester half of train at Warrington, from 10 to 30 minutes.	-	-	39
	152	64	255

The causes of detention at the Manchester end are the same as at the Liverpool end.

With reference to the time at Birmingham, I may state that there is a difference of six minutes in the clocks at Birmingham, which circumstance we did not take into consideration in fixing the time, or we should have allowed five minutes more. With respect to the delay of 12 hours and 30 minutes in arriving at Birmingham, the cause of that is one that is not very likely to occur again. The circumstances were these: the engine broke her axle and obstructed the road entirely. The agent at Birmingham was aware that something had happened, but it happened in the night, and he dared not send a train along the line which this engine occupied, because he was afraid that the engine might meet it in the night; he dared not send along the other line because the road was not completed; it was entirely occupied with rubbish waggons, and the rails were up in fact, and he was obliged to wait till daylight. The causes of the delay are usually noted on the way-bills; they are not always noted with very great accuracy. They are not entered into with much minuteness, from the person who makes the inquiry not understanding anything about locomotive engines. The engineer sometimes gives him the shortest answer he can, and that accounts for the explanation being sometimes meagre. The reported causes of accidents are, first, "broken axles of engines, tenders and waggons;" five at the Liverpool end, none at Manchester, because the same causes which cause a late mail at Liverpool cause a late mail at Manchester; 14 at Birmingham. This breaking of axles has arisen from some imperfection probably in the iron, or in the manufacture, but it has happened more particularly to one make of engines by most highly respectable persons, and to show that they do not think it any fault in our specification, they have allowed for the fractures in settling the accounts. Another cause of accident is "failures of pumps, eccentrics, connecting-rods, cotters, &c." Those are small matters, but they will sometimes cause very serious accidents. There are 19 at Liverpool and 15 at Birmingham. "Bad coke and fire-bars burnt out, &c.," nine at Liverpool, and 33 at Birmingham. "Heavy trains," 17 at Liverpool, 42 at Birmingham. The Committee are aware that the gradients are not quite so favourable in going towards Birmingham as towards Liverpool, and we have only allowed five minutes more time, and we have reason to think it is hardly enough difference to make; but if we had abundance of engines, we probably, on many occasions, when it is reported to be a heavy train, should have sent two engines instead of one, but we had not engines enough.

691. Mr. *Wallace.*] Is it better, with a heavy load, to send an additional engine with the train, than to divide the heavy train into two?—I should think there is less danger of the one running against the other. And, besides, if they are divided into two trains, if the latter one breaks down it is left behind, but if it is all one train, and any accident happens to one of the engines, the train can still go on. Then, from high winds, there are five at Liverpool and 20 at Birmingham. High wind is a great obstruction; the train presents a very large body to the wind, and it drives the flanches of the wheels against the rails, and causes a very great obstruction.

692. Lord *Granville Somerset.*] Does not it produce the same bad effect as bad curves?—It does. "Obstructions from cattle, waggons, and breaks-down;" four at Liverpool, nine at Birmingham. "Detentions from goods and second class trains, &c., on Liverpool and Manchester;" there are 30 reported at Liverpool, 64 at Manchester, and 13 at Birmingham. It is only just to the Liverpool and Manchester to state, that those are cases where we on the Grand Junction did not come to the point of junction at the right time. We are sometimes five or ten minutes after our time, and of course the Liverpool and Manchester train goes on, and we follow, and the consequence is, that we overtake something in the way. I believe every pains is taken to make way for us, but it does cause delay; probably many half-hour delays would be converted into 20 minutes' delays, if it were not for that; we cannot, of course, go past their trains.

693. Mr. *Easthope.*] That is, their heavy goods train passes just before you, and you are obliged to go at the pace of the heavy goods train?—Yes; and the second class trains pass also. If the thing is managed properly, we ought to be at the point of junction at the particular time. Then there is "engine more or less out of order, the number not being sufficient," that is in consequence of not having sufficient to take an engine only every other day. We consider that an engine ought to be allowed to rest every other day, and not being able to do that, we have run engines which have not sometimes been in sufficiently good order. From this cause, there have been 28 delays reported at the Liverpool end, 40 at Birmingham; "rails slippery," 11 at the Liverpool end, and 15 at Birmingham; "detentions

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tions in watering," seven at Liverpool and 15 at Birmingham; "horses kicking out the sides of the horse-boxes," four cases we have had of that kind; "waiting for London mails at Birmingham," seven instances; "engines and waggons geting off the road at the points," six instances. Waggons that are not very truly fitted, such as the contractors use on the road, are apt to get off the road.

694. Mr. *Wallace.*] What purposes were those waggons put to?—Mostly the contractors, finishing their contracts. Then there is "waiting for the Manchester half of the train at Warrington, from 10 to 30 minutes," 39 instances at Birmingham. That is the principal cause of the delays at Birmingham being more numerous than the other. The Manchester train joins the Liverpool train at Warrington, and it has been very irregular from the circumstance of our being obliged to send them not the best engines. In fact, we have selected all the best to come through from Liverpool to Birmingham, it being less important to have a break down between Warrington and Manchester than between Warrington and Liverpool, and that is the cause of so many late arrivals.

695. It may be of less importance as regards passengers, but as regards the delay of the mail is not it of equal importance?—Yes; we frequently had to send the Manchester engine, when it arrived at Warrington, with the Manchester half of the train only.

696. Mr. *Loch.*] You opened that road without your full complement of engines?—Yes; we have ordered 25 engines since the road has opened.

697. Were not you disappointed in your supply?—We were. We opened the road with only 15 or 16 engines, and our complement was 25, which we have not got yet.

698. Lord *Sandon.*] What number have you now upon the road?—Twenty-four, but not now all in complete order.

699. Do you contemplate that that number, in complete order, will be sufficient for the work you have to do?—No, I do not think it will be.

700. Lord *Granville Somerset.*] How many do you think it will be necessary to have to perform the work satisfactorily?—We have ordered 30 more, and we have 25 now; that is 55.

701. You think that with those 55 engines all accidents arising from the various causes connected with the engines, except the breaking of axletrees, are likely to be much diminished?—I think we shall have much fewer accidents and detentions, but I think there will still be irregularity unless we are to go at a slow speed, and I believe the public always wish to go as fast as they can.

702. Suppose you contracted with the Post-office to go at such a rate, and to keep the time very accurately, would not you put on locomotive power exceeding what is necessary under ordinary circumstances?—The engines we have ordered are more powerful than those we are now using.

703. Mr. *Wallace.*] When will they be ready?—The first was to have been delivered in November, but it is not yet delivered; but they will be in the course of delivery in the next six months I expect; not all, but a sufficient number to insure greater regularity.

704. You have given notice to the Post-office to change the present agreement upon the 5th of February?—We have.

705. Then you have agreed to keep the mails with perfect regularity after that, under penalty?—We have.

706. Mr. *Easthope.*] Even with respect to the breaking of axletrees, do you contemplate that that will be as frequent as formerly?—It will be much less frequent, I have no doubt.

707. And the Committee are to understand that all those causes of delay you contemplate will be of much less frequent occurrence?—Much less.

708. And that they will diminish by the perfection of the road?—I have no question of it.

709. Lord *Sandon.*] Have you not been in the habit of taking whatever presented itself, however much it might be beyond the ordinary load?—We have.

710. But you have not in every case been able to supply extra power for the extra load?—No.

711. But you would be willing, whenever an extra load is taken, to go to the expense of supplying extra power?—We have never considered the expense at all.

712. Mr. *Loch.*] Would these arrangements with the Post-office make you increase the number of your engines beyond what you naturally would do?—I cannot tell.

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713. But you have not ordered an additional number of engines in contemplation of this night train?—No.

714. *Chairman.*] You heard what Mr. Moss said, as to his opinion of the disposition of the company to submit any point of difference that might arise with the Post-office to arbitration. Do you concur in what Mr. Moss expressed on that point?—I do concur, and I think that would be the opinion of the board.

715. Lord *Sandon.*] How would you define a regular special train?—I think the terms are rather incompatible, it cannot be regular and special too.

716. Would not every special train, if it went regularly from day to day at a certain hour, whether that hour was most convenient to the public and to the company or not, become practically a regular train, and take its share of passengers more or less?—Yes, it would.

717. Deducting from the other passengers that would go by other trains?—Yes.

718. Then how are you to distinguish practically a special train?—A time might be fixed that would be exceedingly inconvenient to another train. A railway is like a vast piece of machinery that requires to be moved with great order and precision, otherwise it may produce great confusion and great inconvenience to the public.

Jovis, 14° die Decembris, 1837.

MEMBERS PRESENT.

Mr. Baring.	Lord Lowther.
Mr. Easthope.	Lord Sandon.
Lord C. Fitzroy.	Lord Seymour.
Mr. Greene.	Lord Granville Somerset.
Mr. Labouchere.	Mr. Wallace.
Mr. Loch.	

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

[*The following letter, addressed by Mr. Moss to the Chairman of the Committee, was delivered in, and read.*]

Sir, Ellis Hotel, 14 December 1837.

SINCE I was examined by the Committee, I have seen two of the Grand Junction Railroad Directors: they agree with me that nothing would be more satisfactory to our Company than leaving the amount to be charged to the Post-office, to arbitration, or any other impartial tribunal.

I am not aware whether Mr. Louis produced to the Committee my letter to him of 23d November; it states the principles upon which the Grand Junction Railroad thought it reasonable to charge for carrying the mails, viz.

One-half what the public pay us for similar accommodation.

We there also offer "to give every information in our power."

Great inconveniences, in my humble opinion, will arise from giving the Post-office control over our trains, containing perhaps 60 passengers, and four or five gentlemen's carriages.—*Regularity*, such as the public have a right to expect from us, cannot be given, if these trains are to wait a quarter or half an hour for the London, Scotch, and Irish mails.

I have, &c.

John Moss,

Chairman of the Grand Junction Railroad.

John Moss, Esq., called in; and further Examined.

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719. *Chairman.*] HAVE you got a copy of the letter which you addressed to Mr. Louis, which you have alluded to in the communication you have addressed to the Chairman, which has just been read to the Committee?—I have.

720. Will you have the goodness to read it?

[*The Witness read the same, as follows:*]

Dear Sir, Dale Street, 23 November 1837.

I mentioned to the Sub-Committee of the Grand Junction Railroad at the meeting to-day, your proposal that our trains should wait at Birmingham an hour, say from seven to eight o'clock, provided the mails had not arrived from London before eight: upon full consideration they durst not consent to this, because the passengers would not be satisfied to wait an hour after the time fixed to start, and because it would be feltan com-

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plained of at all our stopping-places, and interfere with trains on the Liverpool and Manchester road. But to prove how very desirous we are to accommodate the Post-office, we have directed our trains to wait until half after seven, half an hour; and if the mails are not then arrived, an engine will be in readiness to follow with the bags, the charge for which shall only be made when used, and then only for the distance they go before they overtake the trains.

The railroad are anxious to meet the wishes of the Post-office in every respect, but I fear the Post-office are not aware of the expenses attendant on locomotive engines.

I beg to call your attention to the fact that we are not, by our Act, required to be carriers. As owners of the road, we are entitled to tolls, and if this was the only question between the Post-office and the railroad, I should settle it very shortly; but the Post-office want the railroad to carry the mails with regularity and great speed, without being willing to pay their *fair* proportion of the expenses attendant on the same.

We are, I assure you, instead of getting any tolls from you, losing 10 *l.* a day by our arrangement. This agreement ceases on 5th February next.

In any new arrangement, the railroad will not undertake to deliver the mails under five hours to Birmingham, and four hours 45 minutes from Birmingham, less one quarter of an hour; when they get the railroad beyond Fiddler's Ferry, they will not alter their cards, but they cannot consent to be reported out of time under these hours. The impossibility of getting any person to contract to supply locomotive power compels the Grand Junction to undertake it. To insure regularity, they have an engine stationed, with steam up, every 20 miles, and with instructions to set out to meet the trains, in case they do not arrive by 30 minutes after the period fixed: other arrangements to insure regularity are in contemplation. The early and late trains are an expense without remuneration to the Grand Junction Company: these they have determined to give up, unless the Post-office require them, in which case they must charge, after the 5th of February, 10 *l.* per trip to the Post-office for locomotive power and tolls, they finding as much accommodation as will go on four wheels. Every four wheels now take 18 passengers inside and two outside, paying about 20 *l.*, for which we propose to charge the Post-office 10 *l.* in addition; these trains should start to suit the Post-office, and be under their control as to stoppages for bags. For the other trains, the railroad would charge the average price now received, provided they had power to alter the time of starting and arrival, or give them up altogether. For such trains as the Post-office consider permanent, and not liable to alteration without mutual consent, the railroad expect to receive double the average price now paid. They will place the guard under shelter in some way or other. In the event of the Post-office requiring as much space as is contained in a carriage and a half, or what now takes nine passengers inside and one outside, I should say the railroad ought to charge the Post-office 5 *l.* per trip, or one-half what we should charge to the public. If more accommodation is required by the Post-office for these day mails, they may have whatever they please on fair and moderate terms, if the Post-office will only state what they really do want. In respect to penalties, the railroad have great objection to enter into any; but, if required, they would agree as far as 500 *l.* yearly, provided the Post-office will consent to the railroad closing the contract, on three months' notice, whenever penalties to this amount are claimed. Locomotive power is liable to delays, and the utmost exertions of the company cannot prevent them. If the Post-office want the greatest possible speed and regularity, it can only be obtained by a *very* much greater charge than is now contemplated. I beg to assure you that our company are determined to meet the Post-office on most liberal terms, satisfied to take from the Post-office less tolls than our Bill gives us power to charge; and for the moving power and carriage, less than any engine-maker could afford to supply it at. We are ready to give every information in our power, either to the Postmaster-general or to a Committee of the House of Commons; quite satisfied to receive such a remuneration as is due to us for giving increased speed to letters, and we must mention increased revenue arising from us beyond what was formerly paid by the coaches, and also the increase in the number of letters carried. Whenever the question of Sunday departure comes forward, I trust I shall prove to your satisfaction, that there will be no occasion to start trains from large towns during the hours devoted to religious worship; and it must be distinctly understood, that the Grand Junction cannot enter into any arrangement after February next for travelling on the Liverpool and Manchester Railroad, contrary to their bye-laws. If the inhabitants of London, Manchester, Liverpool and Birmingham, by any public expression, ask for trains on Sunday, and if the owners of the railroad are willing to forego the profit arising from such traffic, I do hope *Her Majesty's Government* will not, by any legislative enactment, compel them to furnish accommodation beyond what is *absolutely* necessary.

I have, &c.

George Louis, Esq.

(signed) *John Moss*,
Chairman Grand Junction Railroad.

721. Do you understand by the words "absolutely necessary," what is really required to prevent any serious detention and inconvenience to the correspondence of the country?—Certainly; I mean to say this, that on Sunday I find in Liverpool they do not deliver letters that arrive till after church; they never deliver in the town on a Sunday, nor in Manchester.

722. Should you see any objection to referring the question of the necessity of employing carriages on the railroad on a Sunday to forward the correspondence,

to

to the consideration of arbitrators in each particular case, in the same way in which it was proposed to refer the question of prices?—I should say, as far as we are concerned, it would be quite satisfactory to us. I should, perhaps, even go further, and say that the magistrates in quarter sessions might make a special order upon the subject, after hearing evidence, as to how far Sunday travelling for the mails was required; that it should go before the magistrates at quarter sessions to see how far they can prove the case, and then that they should make an order.

723. Mr. *Wallace.*] The letter which has been read states, that unless the inhabitants of Manchester, London, Liverpool, and Birmingham should make such an application, it is hoped by the directors, that the Government would not take means for having the mails conveyed along the railroad on Sundays; have you taken into consideration that all Ireland and all Scotland, and all the South of England beyond London, have an equal interest in the question with those four towns?—It would not affect any one of them, because the mail that leaves London on Saturday evening would get to Liverpool on Sunday morning before any of the packets start; and in the same way the mail that leaves Dublin on Saturday evening would arrive in Liverpool in time to go by the first train.

724. Are you aware of the recommendation that is contained in the 7th Report of the Commissioners of Post-office Inquiry, which recommends that mails shall now be sent frequently all over the country wherever it is convenient, by stage-coaches and omnibuses, and all descriptions of carriages, without reference to eight o'clock at night or any particular hour?—I am not aware of it; but on our railroads, as we can go the whole distance from Liverpool to London, the whole length of those three railroads, between Saturday evening and Sunday morning, and also between Sunday evening and Monday morning, shutting up the railroad during the hours of Divine worship could not possibly affect any of those places spoken of.

725. How does that affect the Irish express mail just now, which leaves London at eight o'clock in the morning, and which goes by Chester?—That does not come upon our road.

726. In what you have just said, you go upon the principle of one fixed hour of departure from London only, and one fixed hour of arrival; but were that to be changed, your calculations would entirely change with whatever changes might take place?—Of course.

727. Mr. *Easthope.*] You have stated, that if letters arrive in Liverpool on a Sunday, they are not delivered till after the hours of Divine service?—Till after two o'clock in the afternoon; and they are not delivered at all unless you send for them.

728. And you consider that arrangement to be made in deference to decorum and the due observance of the Sabbath?—Exactly so.

729. Do you think that the question of Sunday travelling may be safely, in your locality, left to the influence of public opinion, and to the general anxiety there is to observe, with becoming decorum, the sanctity of the Sabbath?—I think so, certainly.

730. You think it may be safely left, without any legislation, or without any extra provision in reference to it, to the salutary influence of public opinion?—I think so.

731. As far as your experience has gone, may it not also be safely left to the opinion of those that are connected with the management of railroads?—I think very safely.

732. Mr. *Wallace.*] It has been given in evidence that, at present, there is no remunerating sum paid by the Post-office for conveying the mails along the Grand Junction Railroad; and it has been given in evidence that a remunerating price, and a profit in addition, is expected after the 5th February; was it contemplated, at the time the railway company was created, that any profit whatever should arise from carrying the mails?—Certainly; I had an interview with the Duke of Richmond on the subject, and he said, decidedly, that they had no wish to prevent our receiving a fair profit; that it was to be put upon a fair and equitable footing.

733. Seeing the mails are conveyed along all the turnpike roads of England free of toll, and that no remunerating profit is allowed in Ireland or in Scotland for the conveyance of mails to the road trusts in those countries, upon what principle is it expected that a profit is to be given by the Post-office for the conveyance of mails on railroads?—Because we give increased facilities: upon the same

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principle that the mail-coach is paid for taking the bags at present, I do not see why we should not be paid for taking the bags hereafter. If we make a road ourselves as a company, we surely are entitled, whether the Government use it, or whether the public use it, to be paid something for our trouble and expense.

734. Why should a railroad be allowed a profit upon carrying mails more than a turnpike one?—Because a turnpike road is kept in repair by the public, but ours is an exclusive road, and one which Parliament has sanctioned.

735. It is intended in the question to draw a distinction between a remuneration for your expenses in keeping the road in repair, and also for the locomotive power used in forwarding the mails, and a profit for the conveyance of those mails?—I should think it is almost impossible to say what would be a remunerating price; but we do not propose to charge so much to the Post-office as to the public.

736. The question refers to the principle, not to the amount?—I think myself that the principle is fairly borne out. Every steam-boat taking the mails at present is paid something for their expenses. The road is as much an expense to us as the locomotive power. We see no difference whether we employ our capital in a road and in buildings, or in locomotive power; we are equally entitled.

737. The question is limited distinctly to a calculation between turnpike-roads and railroads, and not to any other subject?—A turnpike road pays no taxes; a turnpike-road pays no poor-rates; a turnpike-road pays nothing in the way of expenses at all: it is protected from all those things which we are called upon to pay.

738. The question relates to profit, not to the expenses, and a remunerating price for those expenses?—I think myself that the case is totally different. Our capital is invested in making the road, and we have as much right to charge for the use of that road as we should have if our capital was employed in a house which the Post-office thought proper to take from us.

739. Have not all the turnpike-roads been made by the application of capital, on which the mails now run free?—I think not. I think all roads belong, *primâ facie*, to the public at large. The public of each township are compelled to keep the road in repair; and although there are tolls upon them to pay for the road, still if the road is not in order the people whose land is in the township are compelled to repair it.

740. Mr. *Easthope.*] Is it not your opinion that the manner in which the two descriptions of roads are constructed are essentially different; is not the one constructed with public money, while the other is constructed with the money of a company of individuals?—Quite so. I should consider it a kind of tax upon us if we were compelled to let the mails go free; I should say it was an extra tax upon railroads.

741. Lord *Granville Somerset.*] When your company, or companies of a similar character, came to Parliament to apply for permission to take land to form those railroads, did you not contemplate the carriage of the mails as part of your probable profit?—Certainly.

742. Did not Parliament foresee at that time that you would charge certain rates for those mails?—Certainly.

743. Did Parliament take any view of the case but that you were perfectly entitled to charge a fair rate upon those mails, only restricting you in reference to them, as with reference to other passengers, to a certain rate of toll?—Certainly.

744. Therefore, in fact, it is Parliament that has recognized the distinction between your undertakings and turnpike roads, and not the companies themselves?—Certainly.

745. Lord *Lowther.*] Can you give the Committee a specific account of the actual cost of a special train at night going at a certain hour?—I would give it with the greatest pleasure in the world, but I do not believe that any two engineers would agree upon it.

746. Can the Committee have the opinion of two engineers?—Certainly; Mr. Locke is here, who is the engineer for the Grand Junction Company, and I am sure he will have great pleasure in giving any information that he can; but I should say, that between the company of which I am chairman, the Grand Junction, and another company, there is a difference of 60 per cent. as to the consumption of coke, and of course they can carry at much less expense than we can; the difficulty is to make any kind of calculation at present. I should say that if they would allow us to run a little time, I am sure that in twelve months' time

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time we could give much more information than at present, and we should not want at all to bind the Post-office to anything; I, perhaps, ought to say that we are taxed very highly, higher than the coaches are.

747. Mr. *Easthope*.] Have you any account of the payments you have made during five months, on account of the tax that is imposed upon you?—I have not any account of it.

Hardman Earle, Esq., called in; and further Examined.

H. Earle, Esq.

748. Mr. *Wallace*.] AT what rate of speed do you consider it would be safe and certain to convey the mails along the Grand Junction Railroad?—I think it would be safe to convey them at the rate of 30 miles an hour in the day-time, when all is clear, and my reason for thinking so is, that that speed has been maintained now for a considerable length of time upon the Liverpool and Manchester Railway, without any serious accident having occurred.

749. Are the gradients such upon the Grand Junction as would admit of such a rate of speed, both going and coming?—With an engine sufficiently powerful, certainly.

750. Then your calculation is, that the mails may be conveyed from Birmingham to Liverpool and Manchester, in about three hours and three-quarters?—Thirty miles an hour would be three hours and a-half; but then you must allow something for contingencies, half an hour for stoppages and taking in coke and water; because if they went light they would be obliged to stop for that. I will not pretend to say at what speed they may go by-and-by; but I do not conceive there is any danger in the speed of 30 miles an hour, or even more, while they are going; of course the faster you go the sooner you come upon anything that is upon the road, and the more likely you are to have an accident; but the result of our experience is, that something like that speed may be safely maintained.

751. Lord *Granville Somerset*.] Can you state what is your sharpest curve?—I think it is either seven-eighths of a mile or a mile radius.

752. Mr. *Loch*.] Has not the time of going between Liverpool and Manchester been enlarged of late?—It has.

753. Was the reason of doing so because it was unsafe, or because it was more expensive travelling at the greater speed?—There was a difference of opinion upon that at the board, and perhaps mixed motives determined the directors to do it.

754. *Chairman*.] Has the decrease of speed been considerable?—I should not think practically it has. The order is that it shall be extended; but when the weather is clear they come almost as fast as ever; the order was, that in winter time they should be an hour and a half, and at night.

755. Mr. *Loch*.] But in point of fact they travel nearly at the same speed as they did previously?—They do.

756. And no accident has occurred in consequence?—No accident has occurred. Last night I put down a few facts which it may be interesting to the Committee to know, with reference to the speed, as some people think we are going too fast, and that we are likely to have accidents; I have done it from recollection, but I think I am right. The trips performed with passengers on the Liverpool and Manchester Railway from the opening, in September 1830, to the present time, were 48,416, or 1,452,480 miles; the number of miles run with passengers on the Grand Junction, since the opening to the present time, were 118,398, that makes 1,570,878 miles on those two railways run with passengers. In the same time there have been run with goods 788,760 miles, making together 2,359,638 miles run upon these two railways with locomotives. The passengers carried upon the Liverpool and Manchester in that time for 30 miles is about 3,000,000, and on the Grand Junction about 100,000 for 100 miles, equalling 300,000 for 30 miles, making a grand total of 3,300,000 passengers carried upon those two railways; and during that time there have been only two fatal accidents. One occurred not very long after the opening of the railway, in a dense fog, when the succeeding engine ran up against the train and killed a young man who was in the last compartment of an open carriage. The other happened the other day through sheer carelessness of the engine-man; the coroner's jury brought in a verdict of manslaughter, and I believe the man has absconded. I am not aware of any other fatal accident that has occurred. Persons have been run over upon the road, but no passenger I believe has been killed but those two, and I am not aware of any persons having had a limb broken or a joint dislocated; I believe the extent of

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the injury has been a slight bruise. When there have been concussions, of course a passenger may be thrown out of his seat and slightly bruised. In the two fatal instances that have occurred, they were in coaches that had no buffa apparatus, which is a spring at each end of the carriage, to mitigate the shock. There were two carriages constructed, not belonging to the company, and, I believe that, had that apparatus been on, neither of those parties would have been hurt.

757. Lord *Granville Somerset.*] Have any misfortunes happened in the carrying of pigs, or other live stock?—We had one accident, in which a waggon with pigs was upset, and, I think, two pigs were killed; I am not aware of any other.

758. Would human beings have been carried in a carriage of that description?—Certainly not. The carriages that persons are carried in are much stronger, and much less liable to accident.

759. Supposing a person in his own carriage in one of the trucks, what defence has he in such a case?—The same as the others. The trucks are made as strong, and they have this buffa apparatus upon them upon the Grand Junction.

760. Mr. *Wallace.*] Can you state the average rate of the performance?—The average rate of the Liverpool and Manchester, before this alteration was made, and I do not think it is materially different since, including stoppages, was about 27 miles and a half an hour.

761. Would that be sufficient upon the Grand Junction Railway, to perform the journey within the time required by the Post-office?—The present rate on the Grand Junction Railway, supposing we do it in four hours and a half, is 24 miles and a half an hour, exclusive of stoppages.

762. You stated that you were connected with the railway from Lancaster to Newton, which will be a junction railway?—From Preston to Newton; it will be from Manchester to Newton in a few years, by a separate company.

763. Supposing a similar regulation were to be made as to Sunday mails from Lancaster, to prevent the mails travelling between 10 o'clock and four o'clock in the afternoon, and commencing at Lancaster, how would that affect the communication of the post from Lancaster to London?—Either the North Union Railway must break through that rule, or they must wait for the letters from Scotland.

764. In short, the conveyance of the mails would be interrupted?—Most decidedly.

765. Would the rule now in force, as to Sunday travelling between Manchester and Liverpool, have the effect of interrupting the mails generally, were the hours to be altered in Ireland and Scotland for sending the mails to London?—There might alterations certainly be made, that would oblige the mails to wait from 10 o'clock in the morning until four in the afternoon in Liverpool, if the bye-law of the Liverpool and Manchester is persevered in.

766. Are you of opinion that it is advisable that any company should have the power of making bye-laws, to prevent the mails going on Sunday onward?—I do not think any company ought to have that power.

767. You think it is inexpedient on public grounds?—I do.

768. Mr. *Loch.*] Has there been any opinion taken upon the legality of such a bye-law?—There has.

769. Has Sir William Follett's opinion been taken on it?—It has.

770. What was the purport of his opinion?—The purport of his opinion was, that the Liverpool and Manchester Railway was open to all persons on a Sunday as well as on any other day, and that it was not in the power of the directors to close it.

771. Mr. *Easthope.*] Do you think that the question, as it respects the decorum of the Sabbath, may be safely left to the influence of public opinion, and to the regulation of the railway conductors?—It is so extremely difficult to ascertain what the public opinion is upon a question of this kind, because it is not merely the inhabitants of Manchester and Liverpool and Birmingham who are concerned, but it is all England and Ireland and Scotland, and it is very difficult to ascertain what the public opinion is; but if the railway board were composed of certain individuals, if the whole towns of Birmingham, Liverpool, and Manchester were to sign a requisition to have trains started at a certain time on the Sunday, they would not allow it. They have a religious objection to it.

772. Have you observed the great proportion of coaches that rest on a Sunday?—Yes.

773. Have you observed the general decorum with which the Sunday is observed in all the towns of England?—Yes.

774. Is

774. Is that the case in your locality?—Yes; I think there is less travelling throughout the country on a Sunday, and we have fewer trains on a Sunday than on any other day. We have four only on the Sunday, and six on any other day.

775. Then do you think there is any doubt about public opinion safely regulating it, as it is obvious that the conductors of railways would not start trains without it paid them; and if they are not required by the public, and if Sunday travelling is discountenanced by the general consent of the public, will not the result be, that there will be no disposition to pursue it?—I believe that if it were determined that there should be no Sunday travelling, people would become accustomed to it, as they are in Scotland; and there would not be the same want for it. But my notion is, that the same means of locomotion should be afforded to people on the Sunday now that there are railways as there were before.

776. Lord *Granville Somerset.*] Do you contemplate the abolition of other means of public conveyance, namely, by post-horses and coaches, on the great lines of communication traversed by railroads?—They have been given up in many parts.

777. Then supposing all Sunday travelling by railroads were to be abolished, would it be in the power of any persons, however important, or however necessary their business might be, to get from one point to another under such circumstances?—It would be exceedingly expensive, and very difficult.

778. Would it not almost amount to an impossibility for a party, whatever the urgency of the occasion might be, to proceed from one point to another, if all railroad travelling were prevented upon the Sunday, and if also all other means of communication were abolished in consequence of the railroads?—It would be exceedingly expensive, and it might not be possible.

779. Is there not this distinction between the abolition of stage-coach travelling on the Sunday and the abolition of railroad travelling on the Sunday, namely, that in the one case, by means of expense, parties may still hire conveyances and proceed by posting, if the business is of an urgent nature to call for it; but if all the ordinary roads are, as it were, dismounted in consequence of the formation of railways, and the railroads were not to be allowed to travel on a Sunday, no party could proceed any distance, whatever the urgency of the occasion might be?—Yes; but I perceive you cannot travel on a railway on a Sunday without desecrating the Sabbath at some place or other; and I do not see why the religious feelings of the people at Stafford, or any other town on the line, are not equally to be respected as the religious feelings of the people at Liverpool and Manchester. When the communication is open between London and Birmingham, supposing we had a departure at six in the morning from Liverpool, we arrive at Birmingham at eleven; and my opinion is, that the Sabbath would be more desecrated by keeping 100 passengers in Birmingham, who arrive at eleven, till four in the afternoon, than in permitting them to go on the railway to their destination; but such would be the effect if they are not to travel during the hours of Divine service.

780. Mr. *Wallace.*] Would not a similar consequence follow the stoppage of persons coming by steam-packets from Scotland and Ireland?—Only last Sunday the Post-office boat did not arrive till it was too late to come on by the half-past six o'clock train, the consequence was that we had 60 or 70 passengers in the half-past 11 o'clock, all of whom must have remained till four o'clock in the afternoon, if there had been no train in the middle of the day.

781. Or proceed at a great expense?—Or proceed at a great expense.

782. Mr. *Loch.*] Has not one objection to transmitting the mail on a Sunday arisen from the whole of the establishment being kept from going to church?—That objection has been stated among others.

783. Might not that be remedied?—It is in a great measure remedied; we have made arrangements that one-half of the establishment only is to be there, and they take it in turns. I do not think that has been a very crying evil, and I am sure the Grand Junction Railway Company would go to any expense to allow their servants to go to church. It is not a matter of expense at all; they have looked at it as a matter of public convenience.

784. Mr. *Wallace.*] Public opinion has been adverted to in regard to Sunday travelling. In what way has public opinion really been taken upon the subject in any towns you are acquainted with?—The only manifestation of the public opinion that we have had upon the Grand Junction, was a requisition from a number of very respectable persons in Birmingham, and also at Manchester and Liverpool.

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We had a requisition, signed by a number of highly respectable individuals, desiring that we would not run the trains upon a Sunday.

785. About what number of persons?—I think about 25 or 30.

786. But no public meeting has been convened for the purpose of ascertaining the public opinion upon the subject?—There has been no public meeting.

787. Mr. *Easthope.*] In proportion to the importance of those requisitions, would it not be your opinion, that the question may be safely left to public opinion, and that the result would be, that only in cases of urgent importance would there be any travelling if the public opinion should set in very much against it, so that Sunday travelling would be confined to cases of importance?—I do not see how you can ascertain the extent of public utility, except by the use made of those conveniences. I do not know a better test than looking at the number of people that go by the trains. On the Grand Junction Railway there are many more people go at half-past 11, and at half-past two, than at half-past six on Sunday morning, and at seven in the evening.

788. Are there fewer or more upon the Sunday than on other days?—I think there are fewer; there are fewer trains.

789. And fewer passengers?—I think fewer passengers; the hours that appear most convenient for the people on Sunday, are half-past 11 and half-past two o'clock.

790. Both ways?—Both ways.

791. Lord *Charles Fitzroy.*] You have said that the expense of travelling by locomotive power is increased in the ratio of the increase of speed; can you state the proportion between the expense of going at the rate of 50 miles an hour and 30 miles an hour?—I do not think I can; I may revert to a piece of evidence, which has been already given by a director of the London and Birmingham Railway, that when the Liverpool and Manchester went rather slower than they do now, the locomotive power cost 1 *s.* 8 *d.* a mile, and now it costs 2 *s.* 4 *d.*; whether all that is to be attributed to speed, or from accidental causes, I will not undertake to say; it is certainly more expensive, in proportion, to go fast.

792. *Chairman.*] But you are not able to give the Committee any accurate account of the proportion which there is between speed and expense?—No, I cannot.

793. Mr. *Wallace.*] Has matter of expense entered at all into the delays which have taken place in transmitting the mails along the railroad between Birmingham and Manchester, and Birmingham and Liverpool?—There has been no saving of expense considered by the Grand Junction Company; they have sent two engines frequently, and would have sent them oftener when there was a heavy load, if they had had them to send.

794. But with regard to the mails, they really can be taken within the time, provided there is not too heavy a load taken?—I think they can; but I do not mean to say that there will not be occasional delays; I do not think locomotive power is brought to that perfection, that it can go with great speed, and yet have the same punctuality as a mail-coach.

795. At what expense would the Junction Railway Company be open to carry the mails within time, so that the delays and inconveniences, which have occurred, shall no longer take place, between this time and the 5th of February?—I do not think it is matter of expense; I think, that whatever you were to offer us, in the present state of our power, we could not do better than we are doing now; I mean to say this, that we have not spared expense on account of the very small sum that the Post-office have paid us; we have done as well as if we had been paid more, though we have lost a great deal by it.

796. At the same time you have been behind your time very frequently in the conveyance of the mails?—We have, certainly.

797. And that, in consequence of taking all the passengers which offered along with you?—That has been one cause, not the only cause.

798. *Chairman.*] Under the present system, you are able to stop your trains at different stations?—We stop at six different stations, where, I believe, the Post-office stops also.

799. Are you under the control of the Post-office with respect to stopping at present?—It was agreed that we should stop at all the principal stopping-places. We slacken our speed, and take up bags at other places.

800. Do you think that if the trains were completely under the control of the Post-office, that would make any material difference in point of regularity?—If the

the road was completely under the control of the Post-office, particularly if that power was exercised capriciously or arbitrarily, it might be a very great inconvenience indeed to the public and to the road.

801. If the train was put upon the footing of a special train, and it was, with regard to its detention, completely under the control of the Post-office, do you think that would produce any material improvement in the regularity over the system which at present exists for the transmission of letters?—I do not think it would.

802. Lord *Granville Somerset.*] Do not you consider that it could not make any difference unless it completely interfered with the general traffic of the road?—I do not think it would. Of course, if you go with only one or two coaches, you would be more likely to be in time always.

803. Mr. *Wallace.*] Here is a return made to the House of Commons on the 3d of March 1836, which shows the cost of the conveyance of mails between Manchester and Liverpool for six years, four of which years are since the opening of the railway. In 1830, the expense was 223 *l.* 8 *s.* 3 *d.*; in 1831, 465 *l.*; in 1832, 535 *l.*; in 1833, 645 *l.* Can you account for the additional charge to the Post-office for conveying those mails?—I think that one thing is, that we pay a duty upon the guard. When they laid the duty upon the railways, we had to pay a duty per mile on the guard as a passenger.

804. Lord *Lowther.*] Does the mail go more frequently than it did in the beginning?—That may be the case.

805. Mr. *Baring.*] Do not you compound for the duty on the guard?—No, we do not compound upon the Liverpool and Manchester.

806. Not now, but did not you at first?—My impression is that we never did. We have never compounded since the Act was passed. They compounded with the smaller roads, but not with the Liverpool and Manchester.

807. Mr. *Wallace.*] This return shows that four mails are sent daily, and two upon Sundays, and that the same number went in the year 1830 as in the year 1833; so that the expense of carrying those in 1830 being 223 *l.*, the amount of 645 *l.* appears to be entirely a rise of charge by the railway company?—I do not think there has been any advance in the rate charged by the railway company; but there may have been more departures from Liverpool.

808. Mr. *Easthope.*] You do not remember whether the delivery of letters between the two places has been more frequent than formerly?—No, I do not. I have very little correspondence with Manchester myself, and therefore I cannot tell; but I should think the increased amount arises from that circumstance.

809. Lord *Lowther.*] When was the tax put on?—I do not know the precise time. On a passenger from Liverpool to Manchester it is about 4 *d.*; it is an eighth of a penny per passenger per mile.

810. *Chairman.*] Has your attention been called to a minute signed by the Duke of Richmond with reference to a communication which he had when he was Postmaster-general in the year 1833, with the agents and solicitors of the London and Birmingham and Grand Junction Railway Bills?—No; I was not aware that there was any minute of that kind.

811. You are not aware of any communication which took place between the agents of the Grand Junction Railway Bill at that time and the Duke of Richmond?—Yes, I am aware that something did take place.

812. Are you able to state to the Committee what is your understanding of the nature of that arrangement?—I had it only at secondhand. My impression was that they were to carry the mails upon fair terms.

813. Mr. *Baring.*] You were not present at any of the transactions or negotiations?—I was not present at any of them.

814. Mr. *Loch.*] Did not the Duke of Richmond press for some clause to protect the Post-office in the Grand Junction Act?—Yes, I think it arose out of that.

815. *Chairman*, to Mr. *Moss.*] You were present at that negotiation?—I was.

816. What is your understanding of the arrangement that was made between the Duke of Richmond on behalf of the Post-office and the Grand Junction Railway Company?—I should say decidedly that we should carry them upon fair and equitable terms. As far as I remember, those were the words of the Duke of Richmond.

817. Do you mean that there was no more specific agreement except those general

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general expressions, "fair and equitable terms"?—I was not present when the negotiation with the London and Birmingham took place; I was merely present in the House of Lords along with Lord Sandon, when we saw the Duke of Richmond on behalf of the Grand Junction. He stopped our Bill in its progress through the House of Lords, and he pressed us very much to know what price we should charge, and we said it was impossible to fix any price; but it was understood that we should carry the mails upon fair and equitable terms.

818. Are you sure that no stipulation was made that the mails and guards should be conveyed on terms not exceeding the sum paid for the conveyance of other passengers and packages on the railway?—I should say certainly not, according to my recollection.

819. Mr. *Baring*.] Have you no recollection with respect to any agreement which the company entered into, not to oppose any future general Bill that might be introduced containing provisions with respect to all railways?—No, I think that the Duke of Richmond remarked that they could be brought before Parliament again, in case they were unreasonable; it was merely in the lobby of the House of Lords.

820. Did not you see the clauses which were proposed by the duke?—No, there were two Bills that went through the House; we did not form part of the London and Birmingham; our Bill was stopped in the House of Lords, and we merely saw the duke in the House of Lords.

821. Who was the solicitor for the Grand Junction Railway at that time?—Swift & Company, and Barker & Sons for the London and Birmingham; I think they went down to the Post-office and had an interview with Mr. Freeling.

822. Mr. *Baring*, to Mr. *Earle*.] With respect to the tolls; what tolls do you charge now upon the Liverpool and Manchester?—We have no passengers that pay merely toll, the toll is included in the fare.

823. Do not other locomotive engines travel on your railroad, that do not belong to the company themselves?—So they do, but not for passengers; it is for goods.

824. What toll do you charge upon goods?—There are none between Liverpool and Manchester that pay toll, but there are between Bolton and Liverpool, and I think the charge is 2 *s.* a ton for 19 miles.

825. Is that the maximum?—No, I do not think it is.

826. Can you state what would be the maximum?—I think the toll for the whole distance would be 5 *s.* It is different for different kinds of goods.

827. Can you state upon what calculation this toll has been charged?—I do not think it is any particular calculation.

828. Not for the payment of any wear or tear of the road?—No; it forms a very inconsiderable item of the whole. I do not think that could be selected in the way mentioned.

829. You do not think you could make any calculation of that kind?—No, I do not think we could; because if it were all abstracted, it would not probably make any appreciable difference in the wear and tear of the road.

830. It has been stated that your profits upon the road were as toll collectors, not as carriers?—The reason of that is that we charge less than we are entitled to charge by the Act, and if we were to put to the carrying account our full toll, our toll account would be a very good one and our carrying account a very bad one.

831. You do not distinguish in your accounts between what you receive as toll collectors and what you receive as carriers?—No, it is a mere calculation that anybody can make.

832. Would not threepence a ton for toll be more than would be absolutely necessary to pay the additional expense of any particular carriage running over the road?—Probably it might.

833. Supposing the railway company were to charge beyond what might be considered fair terms, the only check at present existing is for the Post-office to run its own carriages, paying the toll?—Yes.

834. And supposing you were to charge the maximum tolls, you would charge, as between Birmingham and Liverpool, about 17 *s.* a passenger?—Yes.

835. Then they would have the protection of not being obliged to pay more toll than 17 *s.* for each passenger?—Yes.

836. You are aware that upon the turnpike roads the mails run toll-free?—Yes.

837. What would be the effect of permitting the mails to run toll-free upon your railway?—There is no toll upon the engine itself in the Act.

838. Nor,

838. Nor, of course, upon the men managing the engine?—I am not aware; that might be a legal question, perhaps.

839. Do you pay the King's duty for the men who manage the engine as passengers?—No, we do not.

840. Then they would hardly be considered as passengers in the eye of the law?—Probably not.

841. Then the tax would be upon the persons employed for the conducting of the mails?—I do not consider that anybody could run an engine without paying the company at all; it would be a clear evasion of the Act.

842. Lord *Lowther*.] Could not they be charged by weight, upon the weight of the engine?—Clearly.

843. Mr. *Baring*.] They would pay upon the letters?—Yes.

844. And upon the mail-guard?—Yes. I think they would be obliged to pay more than that; it would not be reasonable. I do not suppose they could enforce it in law to run an engine backwards and forwards, and wear out our road and pay no toll for it.

845. You have said that you have no means of ascertaining what a fair payment for wearing out the road would be?—No; but we know what the maintenance of the way costs us one year with another, or rather what it will cost us, judging from the Manchester and Liverpool.

846. But you say that the tolls have not been charged with reference to that?—Certainly; we have not charged the full toll, but toll is charged in the fare of the passengers.

847. But, with reference to those engines which do not belong to yourselves, you were asked whether the full toll was charged in respect of the wear and tear?—No, because they take a load which pays us; but if they were to run their engines backwards and forwards without taking a load that paid us, we should stop that soon.

848. Do you mean by raising the toll?—If they took no load, there would be no toll to pay upon it; but we should take some means to prevent persons running an engine backwards and forwards without paying any toll upon it.

849. What means could you take?—Under our Act, I think we might make a bye-law that no engine should go without paying something; I think it is only reasonable, and I think the courts of law would relieve us.

850. Mr. *Greene*.] In charging the tonnage upon goods, you place the heaviest amount of toll upon the articles that, from their value, will bear that additional tonnage?—Yes, that is the principle.

851. Lord *Lowther*.] Do any means occur to you for getting a recompense upon an engine that went backwards and forwards alone, without coming to Parliament for a new Act?—I am not sure; I do not pretend to give an opinion upon the law of the question, but it never could be contemplated that persons should pass an engine over the road without paying for it.

852. Lord *Granville Somerset*.] In addition to the mere wear and tear of a railroad, the parties composing the different companies that form the railroads anticipate some interest for the outlay of their capital?—Certainly; the communication between Liverpool and Manchester and London will cost not less than seven millions of money.

853. Mr. *Easthope*.] You have not received any interest at all yet from the Grand Junction Railway?—Not a shilling.

854. Do you know the average time of the advance of the money without interest?—It was begun three years and a half ago.

855. *Chairman*.] Is it not the fact that, by the Act regulating the Liverpool and Manchester Railway, you were obliged, in the case of your profits amounting to more than 10 per cent. upon your tolls, to give the benefit of any surplus that may exist to the public?—Yes.

856. There is no such clause affecting your profits as carriers, but merely as relating to tolls?—Yes.

857. Will not that circumstance render it necessary for you to keep a separate account of your profits as carriers from your profits as toll receivers?—We have thought the thing so remote, it has not been worth considering. It is a very long way off.

858. Mr. *Easthope*.] What do you divide?—We divide upon the whole amount expended about 7½ per cent.

859. Do not you pay more upon the shares?—Yes; we have divided 10 per cent.

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cent.; but we have funded our debt since that, and created shares, which brings it to about 7½ per cent. upon the whole money.

860. Lord *Lowther.*] Has there been any dividend upon the Grand Junction?—Not yet.

861. Lord *Granville Somerset.*] What money have you borrowed upon the Grand Junction?—£. 460,000.

862. What is the original capital?—£. 1,140,000.

863. Lord *Lowther.*] At what price are the shares in the market?—At 114*l.* or 115*l.* premium.

864. Mr. *Wallace.*] Is not there a dividend intended to be made very shortly?—We expect to make a dividend shortly.

865. Are you restricted to 10 per cent.?—No; we have no restriction.

866. The amount of the dividend is not yet known?—It is not known; I suppose it will be about 5*l.* for the half year.

867. Would it make any difference in the expense of conveying the mails that they should be taken by a third-rate carriage, as you heard the treasurer of the Kingstown and Dublin Railway say that the mails are there taken now, by a third-rate carriage in place of a first-rate carriage?—No; I do not think the carriage would make any difference. If you have a separate and entire carriage for the mail, of course it would make a very considerable difference.

868. *Chairman.*] What rate does a gentleman's carriage now pay which occupies a platform and four wheels, for going from Birmingham to Manchester or to Liverpool?—Three pounds or three guineas.

869. You charge the Post-office for a vehicle of something of the same kind 5*l.*?—Yes, I think that was the proposal; but then there are passengers in a gentleman's carriage, who pay 15*s.* each besides.

870. But suppose a gentleman's carriage has no passengers, or only a single passenger, should you charge more than 3*l.*?—No, we take our chance of that.

871. Then is not it laying a high charge upon the Post-office, who would be constant customers, to charge them 5*l.*, charging a carriage only 3*l.*?—No, I think not, for this reason, that if any gentleman were to come with his carriage, and say, I want to go by a particular train at a particular time throughout the whole year, we would not make an agreement with him at all; we would say, if our train is running at the time we should be glad to take you, but we would not bind ourselves.

872. But in the case where 5*l.* is charged to the Post-office, is it not also the fact that the Post-office has not the direction of the trains, but takes your time, and merely uses your train, starting at your own time?—We think the charge for gentlemen's carriages is exceedingly low; there is but one opinion about it at the board, that it is one of the lowest things we do.

873. Lord *Granville Somerset.*] In taking gentlemen's carriages, do not you frequently have them filled with passengers, for whom the full rate is paid?—Yes; if they go in their own carriage they only pay 15*s.*, and if they go in the train they pay a guinea.

874. Or they may pay 24*s.* if they go in a first-class carriage?—Yes.

875. Mr. *Easthope.*] Are you aware of what the practice is generally as to going in their own carriage or in yours?—I think the majority go in their own carriages; it is quite as safe and rather cheaper.

876. Why would not you contract with a gentleman to go in his own carriage every day that you pass the train?—We would contract; but supposing we wished to lay down a train, and we were bound to go merely for a gentleman's carriage, it might be a great loss to us.

877. Have not you trains that go at various hours in the day?—Yes; but we wish to give up those trains sometimes; but we are bound by the Post-office to continue them. The night trains, for instance, we should wish to discontinue.

Joseph Locke, Esq., called in; and Examined.

J. Locke, Esq.

878. *Chairman.*] YOU are a civil engineer?—I am.

879. With what railways have you been connected?—I have been connected more or less with most of those that have already been constructed; the Liverpool and Manchester, and the Grand Junction particularly, and at present the Southampton, and the Lancaster and Preston also.

880. Are

880. Are you at present engineer to any railways?—Yes, I am; to the Grand Junction, the Lancaster and Preston, the London and Southampton, and the Greenock and Glasgow. Those I am connected with at present.

881. As engineer, have you been consulted in the negotiations which have been going on between the different railway companies and the Post-office?—Only with respect to the Grand Junction.

882. You are aware then of the terms upon which the Grand Junction Railway Company expressed themselves willing to treat with the Post-office for the conveyance of the mails?—Yes; I think I know the terms generally; I have read most of the proposals that have been made on either side.

883. Does it appear to you that it would be easy to come to some fair general arrangement between the company and the Post-office?—No; I think it is very difficult.

884. Does that difficulty arise from the impossibility at present of knowing what will permanently be the expense incurred by the company for the service which is required to be performed on the part of the Post-office?—That is one of the reasons; but I think there will always be a difficulty in the railroad company making the passengers subservient to the Post-office, if such be required by the Post-office. I allude now more particularly to detaining trains for a quarter of an hour, or half an hour to an hour, in the event of a certain mail not having arrived in time. I think the passengers would complain of that.

885. You think that passengers would be less likely to resort to trains, whose departure was uncertain, than to those whose time is fixed and known beforehand?—Yes; and I think it is so desirable to be punctual in the starting of all railway trains, that the want of that punctuality would make it less desirable than it otherwise would be.

886. But supposing the whole line of railway to be complete from London to Manchester, you anticipate that there would be much variation in the times of starting and of stopping of the trains used for the purposes of the Post-office?—Yes; I believe that the locomotive engine is not yet in that state of perfection to justify one in hoping that perfect regularity would be maintained for the next 12 months, or even longer.

887. Supposing the whole line to be completed, why should the irregularity be greater in the case of a train employed in the service of the Post-office than in the case of a train employed for passengers in the ordinary manner?—It would not be more, but the same. If we were to start trains from Birmingham, we should not be subject to wait for trains from London; but if we were compelled to wait for those trains, passengers sitting waiting in a cold day might complain of it.

888. If the whole line of railway was completed, would not it be natural and expedient that upon passengers arriving at Birmingham, whether coming by a train employed by the Post-office or by another train, there might be trains ready to take them on to Manchester, if they desired to go on, without waiting?—It is desirable that they should; but if a train be half an hour behind time in arriving at a particular point, they have no right to expect a train to be in readiness to take them on immediately; there might not be a sufficient number to render it worth while.

889. On the other hand, do not you think that the certainty which a passenger starting from London, and desirous of going to Manchester, would feel that if he went by a Post-office train, when he arrived at Birmingham, he would immediately find another train to take him on to Manchester, would be a motive with the passenger to give a preference to the Post-office train?—I do not doubt that the Post-office train might be as favourite a one as any other, but there would be the same irregularity with the Post-office train as with any train belonging to the company. I do not think it would be worse with the Post-office train than with any other train, but still passengers would be liable to be detained at Birmingham if they were half an hour behind the time, unless the train starting to the north were detained half an hour.

890. Would it not be for the interest of the company to take care that passengers coming by the train to Birmingham might find, without delay, a train going on to Manchester?—It would, certainly, but it might happen that the number coming from London would not justify them in starting a train at the instant, the train which should have taken them on having started at the proper time. I want to draw a distinction between a train running from London to Manchester, and

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a train sent from London to Birmingham, to fit in with another train which starts at a precise time. The train being half an hour behind its time renders it necessary that they should either wait for another train at a later hour, or that the train which should have started at the proper time should have been detained.

891. In the case of coaches, is not it found by coach proprietors expedient to take care that passengers arriving by one coach at a place shall find, as soon as possible, a coach starting in the direction in which they are travelling, without waiting to see whether that coach does or does not fill upon a particular day?—Certainly; it is the general way of transacting business of that kind.

892. Would not that principle apply in the case of railroads?—Undoubtedly.

893. Mr. *Baring*.] For example, at Southampton and at Portsmouth, do not you know that the coaches wait for the steam-packets from the Isle of Wight?—I have no doubt of it.

894. Lord *Granville Somerset*.] Can you state what proportion of the traffic you expect to go all the way from London, as compared with that which will come to you collaterally?—I think that there will be from London to the north, taking Manchester and Liverpool and all the north of England together, as many passengers as would justify two or three trains per day to run directly through.

895. What proportion of other traffic would you expect besides that?—There are now six trains; that would be one half; but I do not include in this the shorter fares between Birmingham and Liverpool; but I think there would be as many coming from London to the north as there are from Birmingham to the north.

896. Mr. *Wallace*.] At what hours do you expect it would be convenient to start those three trains that would go from London all the way through?—I can scarcely tell; the day trains are generally most preferred; there would be of necessity a night train for the Post-office, but the other two should be in the day-time.

897. Have you any opinion as to what hours in the day?—I should say from seven o'clock to 10 or 11 in the forenoon. I am speaking now of what I think would suit the generality of travellers. If I were going myself to Liverpool, I think I should prefer going at 10 or 11, by which I should get to Liverpool that night.

898. In case of those trains going through to Liverpool, you would then dispatch a train from Birmingham before the London train came up?—Certainly; I would not book passengers at Birmingham to go on by that train, except subject to there being room. I would make them special London and Liverpool trains.

899. Then the inconvenience you have stated would not apply to those trains?—Certainly not to those trains.

900. Mr. *Easthope*.] You were understood to say that you consider that great punctuality in starting from the termini of the trains would be required by the public; that you would be exact in starting from Liverpool to London; that Birmingham being a large place, would require to have original trains of its own; and that you would not oblige a train that started from Birmingham, for example, at 10 o'clock in the morning, to wait for a train that came from Liverpool, and which ought to arrive at 10; suppose it did not arrive till half-past 10 or 11, do not you think there would be great inconvenience in obliging a train that is fixed to start at 10 from Birmingham to remain at Birmingham till 11, till the Liverpool train should have come up?—I think it would be a great inconvenience and a great subject of complaint.

901. *Chairman*.] Do not you think, with reference to the case which has been just put to you, that when the railroad comes into full operation, it would be for the interest of the company to have original trains starting from Birmingham to London, and also to have trains fitting in to one another in point of time, which would enable passengers to go without detention the whole way from Liverpool to London?—Certainly; but in a great town like Birmingham, if you have 100 persons waiting to go by a train, all sitting in the carriages, and the regular train does not come for half an hour or three quarters of an hour, that is a subject of complaint by those persons.

902. But you have expressed an opinion that it is probable that it would be desirable to have a series of trains that would enable a passenger to go the whole way without detention, either from London to Liverpool or from Liverpool to London?—No doubt of it; that is my opinion; two series of trains.

903. Mr. *Easthope.*] Do not you know that it is the opinion of those that have the conduct of railroads, that in such cases it would be expedient to insure punctuality of starting at the intermediate place, and not to oblige them to wait. For example, suppose the Liverpool train were fixed to come into Birmingham at 10 o'clock, or a quarter before 10, and that by some accident it did not arrive until half-past 10, is it not considered advisable by the conductors of railroads that the Birmingham train should start at its time, and that the passengers coming by the Liverpool train should take the earliest train afterwards to pursue their journey?—Yes, and for this reason. The train for London, if it were behind time half an hour would be a very unpopular train between Birmingham and Liverpool, because it would be half an hour behind time at every one of its intermediate stations, and the public would much rather depend upon a train that started from Birmingham at the proper time.

904. Mr. *Greene.*] But you have already said that it seems to you probable that there would be necessarily three trains a day passing the whole length from London to Liverpool, independent of the Birmingham trains?—I think so.

905. Then why cannot the Post-office communication be carried on by means of such trains as those?—I think it should.

906. Mr. *Wallace.*] At what rate of speed do you contemplate the journey will be made from London to Liverpool?—My own impression is 10 hours, five hours and a half from here to Birmingham, and four and a half to Liverpool. It is about 20 miles an hour, including all stoppages.

907. Mr. *Loch.*] Do you think that is the greatest speed that can be attempted with safety and certainty at the same time?—Perhaps not the greatest, but I would not undertake to guarantee to the Post-office much more than that speed at the present day. According to the present coustruction of the roads and the engines I do not think it would be desirable to guarantee so much as we do upon the Grand Junction now. I think 22 miles an hour is as much as we can guarantee.

908. You think you can guarantee 22 miles an hour?—Yes, I think it might be done; but it would be attended with more expense.

909. Mr. *Wallace.*] Do you speak of day or night?—I speak of day.

910. *Chairman.*] You think that 20 miles an hour might easily be guaranteed?—Yes, I think it might.

911. Mr. *Wallace.*] How many miles at night?—I think 20 miles an hour might be guaranteed in the night if you have not many trains, and there were not many passengers changing at the stations. One great cause of delay arises from the taking in and setting down of passengers at stations, and the taking in and setting down of carriages. One carriage is to stop at Stafford, and another at Wolverhampton. You lose five or ten minutes by such circumstances as those. Now if we are liable to this in carrying the mails by the trains, of course the railway company could not guarantee the delivery of the mails without allowing half an hour for such purposes as those.

912. Mr. *Wallace.*] Might it not be desirable to take into consideration the expediency of sending with the mails only passengers, and not carriages at all, so that the mails and passengers should go together without those interruptions?—That depends upon whether you could get such a number of passengers to travel by the mail trains as to render it desirable to send an engine with them. If you could get 40 or 50 passengers it would be a profitable train, and it might be done.

913. Mr. *Easthope.*] Is it your opinion that from the present immature state of railroads, and the imperfect knowledge of those who have their management, that all the parties are not in a condition to make any positive stipulation, or any legislative arrangement for the conveyance of the Post-office bags; and that the railroads, as well as the public, will be in a much better position for forming permanent plans a year or two hence?—That is quite my opinion. I think we want information upon the subject. The railroad companies want information as to the expense; and it also requires some consideration as to whether the public might not have some ground to complain if they were detained in the mode I have mentioned. If that can be obviated I think the public could not complain; on the contrary, they would require the greatest facility to be given to the Post-office.

914. From your knowledge of the conductors of railways, do you think they would object, in the intermediate time, to come into some such arrangement as this with the Post-office; for the Post-office to choose one arbitrator, and the companies to choose another, and those two to choose a third?—As far as I have had

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communication with parties with whom I am connected, I am sure they would willingly agree to any such plan upon the ground of not wanting anything but an equitable settlement of the question; I believe they would give all the information they possess, and ask nothing more than it really costs.

915. Do you think that the conductors of existing railways, and of those which are expected to come into operation the next year, or the next year and a half, would, in answer to any application from the Post-office, readily come into that arrangement?—I could not answer as to that; I think in the case of the London and Birmingham, who have expended so large a sum of money, they would be more likely to look to profit than other companies, who have not spent so large a sum of money.

916. Would you recommend that that kind of application should be made by the Post-office to the companies?—They could not be wrong in doing that; and I think that the railway companies could not be wrong in making that arrangement for the present.

917. And you think its reasonableness is so manifest, that the companies would not be likely to object to it?—I think not.

918. Mr. *Wallace.*] You have heard the evidence respecting the causes of the delays in conveying the mails, which are attributed generally to heavy trains being attached to the engines; would you be inclined to suppose that the weight of those trains has caused the accidents to the engines?—No; on the contrary, I think that the heavier the train and the less the speed, the less liable you are to accidents. The accidents we have had have arisen more generally from having a light train, and going very fast.

919. Does not the weight of the trains tend to produce delays?—Yes, it may cause a delay of a quarter of an hour or 20 minutes in the whole time, but the great delays have arisen from breaking an axletree, or some other cause arising out of very high speed.

920. *Chairman.*] Does very high speed greatly increase the wear and tear of the railroad?—Yes, it does, both of the railroad and the engine. The difficulty of ascertaining the cost of conveying at different speeds arises not so much from the wear and tear of the engine, and of the road, but from accidents. An accident is more likely to occur with a high speed than a small one, and if it does happen, the consequences are more serious. You lose 500*l.* in smashing a carriage to pieces; and those are things which must not be omitted in calculations of this kind.

921. Mr. *Wallace.*] Can you account for so many engines having broken upon the Grand Junction Railway?—Yes, I can; the chief defects are in the breaking of the front axles of the engines made by a particular manufacturer, and those axles were admitted by the manufacturer to be bad iron. I know from the person himself, that the manager of the iron-work from whence the iron came inspected the axles, and admitted that the iron had been overburnt, and that it had made it very brittle. I could give the Committee the names of the parties if they wished it.

922. Mr. *Greene.*] Do you apprehend, then, that the increased expense from increased speed consists rather in the liability to great accidents than in the actual destruction of the rails by tear and wear?—No; there is greater destruction both of the engine and of the road; but if I was making a calculation as to the difference of cost between one velocity and another, I should not omit the consideration of the increased liability to accidents on the road.

923. Are you able to estimate what is the increased cost of a high speed as regards the wear and tear upon the road?—No, I am not.

924. Lord *Granville Somerset.*] You cannot give the Committee any particular information as to the cost of any of the great articles of expenditure, either as to locomotive engines or as to the railroad itself?—Not at present. I have sat down with paper and ink, and I have gone so far as to come to guessing, and I am determined not to put my name to anything upon the subject at present.

925. When your railway was in Parliament were there not calculations offered to Parliament both as to the expenditure and as to the receipts?—Yes.

926. What data did you go upon, in the case of the Grand Junction Railway, in forming your calculations as to the expenditure for keeping the road in repair?—At that time, and in fact since that time to the present day, the prevailing practice is to look more at the experience of the Liverpool and Manchester Railway than to depend upon calculation. The principle which has generally been adopted during the last three or four Sessions is either one-third of the gross receipts or one-half,

half, depending upon whether the great amount of income is to be derived from passengers or from goods; and I believe in this case we took the expenses at one-half the income.

927. Upon what principle have you, or has any other person in your position, suggested 50 per cent. as the probable annual expenditure?—Because that is the approximation to the annual cost on the Liverpool and Manchester.

928. And for no other reason?—I believe that the Manchester and Liverpool cost rather more than that, but taking into consideration some expenses upon the Liverpool and Manchester, particularly the warehouses, which would not attach to another line of railway, 50 per cent. was considered a proper amount.

929. What, in your experience, has been the cost of keeping up the Grand Junction Railway?—That is very difficult to answer, but our contractors who made the road are bound to maintain it for 12 months, so that the keeping in repair the railroad does not at present fall upon the company, except in the amount that they have at present to pay to the contractors, but I believe it will amount to about 150 *l.* per mile per annum.

930. Supposing you were recommending a railroad scheme to Parliament, would you take the 50 per cent. as the datum of expense or not?—It would depend very much upon what the income was derived from; if there was a considerable proportion of passengers I might take 33 or 40. I have made some variation between 33 and 50, but I have always been between the two.

931. And that you believe is the extreme fluctuation dependant upon circumstances of the probable annual expense?—That is my opinion; but that opinion is formed from the Liverpool and Manchester entirely. In the course of another year or two we shall have also experience of the Grand Junction, which will give us more accurate information.

932. With regard to the engines and other articles for locomotive power, how have your calculations been made in your former estimate?—I believe there has been very little difference hitherto in the locomotive power. I think we consume perhaps rather more coke than I expected, but the performances of the locomotive engines have quite equalled my own expectations. I think we have done far more in opening our 100 miles in length than we could have expected; for running 100 miles with one engine, and running 30 miles are very different, and we find in the engine a totally new set of diseases. That which would do very well for an engine from Liverpool to Manchester begins to fail before it has gone 100 miles, and we are finding this out daily; we are remedying the daily inconveniences which we find, and in the course of six months, or less, we shall have rather more experience.

933. Is that another reason why it would be rash to give a positive opinion as to the expense at which you can carry the mails or passengers?—No; it is not so much as to the expense as with respect to avoiding delay. Instead of having an engine to fail for want of a bolt or a nut, we shall, probably, after a little experience, get rid of all those delays. The great expenses, such as the consumption of coke and the wages of men, and so on, will remain as they are, but we shall get rid of the causes of delay to which we have hitherto been subject.

934. *Chairman.*] Would not the employment of two engines to a train greatly increase the probability of accuracy in keeping time?—I think it would; but I know a case in which two engines was a positive hindrance; because anything happening to one engine, and that being the first engine, and not being able to keep out of the way, it becomes a hindrance to the other, and that also becomes useless.

935. Lord *Granville Somerset.*] Would you, therefore, prefer dividing a heavy train into two?—No; I would have stationary engines waiting along the line, and if anything happened, and the train was behind its time, the order would be for that engine to run out. I prefer that to having an additional engine to go with the train, as being cheaper, and I think more safe.

936. Would not you think it your duty always to have a greater locomotive power than the load actually required?—Yes; we often go with a locomotive power that could carry twice the load. I have myself come to Birmingham with 10, 12 or 13 coaches within the time, and upon other occasions I have been behind time with only seven coaches. We have that power with the engine that we can exert it just as we please up to a certain limit.

937. Do you mean to state that there has been any instance in which delay has arisen from the want of sufficient power?—No; there are times when we have a strong

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a strong head wind, and when, if we had power enough, we could force through the wind, and that occurring with a heavy train, renders of course the engine less equal to the load.

938. Then your answer would show it to be impossible to be always sure that you have sufficient locomotive power?—I am far from thinking that we shall always be sure; there must be states of the weather, and there will be circumstances which will render delays quite unavoidable.

939. Whatever be the amount of locomotive power that you attach to the train?—Yes, I think so.

940. Lord *Sandon*.] Are you not able to anticipate some circumstances of weather before the engines start, such as wind and moisture on the rails, which would induce you to put on a greater power than usual?—Certainly we might, for this reason: having engines stationed along the road every 20 or 30 miles, we could send one of those engines upon an incline, to assist the carriage, and then to come back again, and by that means we should be able to get over the worst part of the road, and to maintain our speed.

941. Lord *Granville Somerset*.] But supposing you apply this increased power, of course, *pro tanto*, it is an increase of expense?—It is.

942. And to keep this power always applicable to such circumstances as change of weather may produce, of course you must make a greater charge than if you were not obliged to keep up that additional power?—Certainly; but in the management of a great railroad, 100 miles in length, I think the company must keep up the power, whether they are remunerated for it or not.

943. In that way you carry the load with less expense than if the Post-office were to set up an establishment of their own?—I am quite sure that we could carry it for the Post-office for less money than they could carry it, even if they had no toll whatever to pay.

944. With regard to the statement of expense being formed upon the experience of the Liverpool and Manchester, is your Grand Junction Railroad formed upon the same principles as the Liverpool and Manchester?—Not exactly. The embankments are rather wider, and we have a protecting mound; but the Liverpool and Manchester are doing the same thing; they are putting protecting mounds, and widening their embankments.

945. Did not the Liverpool and Manchester originally lay down lighter rails?—They did; they are now substituting heavier rails.

946. Do you conceive that that is economical in the long run?—Certainly.

947. Is the distance between the sleepers the same in the two railways?—Our distance on the Grand Junction Railway is four feet. They were originally, on the Liverpool and Manchester, three feet. They have now gone to three feet nine, and in some instances to five feet.

948. What is your opinion of the comparative expense of the two methods of laying the rails, with reference to wear and tear?—My opinion is, that the long bearing with the heavy rail will be maintained at the least expense, the least number of supports with a heavy weight of iron.

949. Do not you consider that all those different considerations must be taken into account in estimating the annual cost of a railroad?—Certainly; but I should have very little difficulty in ascertaining the cost of a railroad, if I had the number that travelled each way per day, the price attached to them, and the speed they travel.

950. But you could not lay down any one particular railroad as an example, by which the cost upon other railroads could be calculated?—Certainly not; because whenever the trade varies, the cost must be a greater proportion upon one than on another.

951. And the original formation of the railroad, and the nature of the ground, and all the various circumstances belonging to different lines, must be taken into account?—Certainly.

952. So that no general rate could be laid down at which, with justice to the country on the one hand, and to the proprietors of the railroads on the other, the cost could be stated?—I think it could not.

953. It must vary according to the particular circumstances of each particular line?—I think so.

954. And the distance to be carried, and the speed?—Yes.

955. And the circumstances of night and day?—Yes.

956. All those must enter into the consideration before an adequate remuneration

tion on the one hand, and not an excessive one on the other, could be ascertained?—That is my opinion.

957. *Chairman.*] To what do you attribute the indisposition that has been manifested by parties not connected with the railway companies, to become carriers upon the railroads for the conveyance of passengers?—I do not know, unless it arises from the great capital that is required. It requires a very great capital to find power and carriages to supply any railroad of moderate extent, such capital as few persons would be disposed to invest; and particularly in the present want of information upon the subject, few persons would venture upon any such speculation.

958. It would require, on the part of the Post-office, if they engaged in the conveyance of the mails, the employment of a very large capital?—I think it would.

959. Would it require a great establishment of their own?—It depends upon the extent; for a train merely to convey one mail a day, the establishment required would not be so large as if the public became carriers upon the railway. For example, take the case from here to Liverpool: they want an engine to run between London and Liverpool; if they are to have the same certainty in their deliveries that the railway companies have, they must have 10 engines more between here and Liverpool stationed, in case of accident. Now, that would be a very serious expense upon one or two trains, and unless they run 10 or 12 trains per day, the expense of those spare engines would be so great, that they never could get any profit upon it; any person taking a certain line of railway, to work it economically, should have the whole trade of passengers, otherwise two extra sets of engines would be required to be kept as spare engines.

960. Supposing locomotive engines and railroads to be introduced generally throughout the country, it would of course require enormous capital and an immense establishment on the part of the Post-office to become carriers upon several of those railroads?—It would require very great capital.

961. Mr. *Loch.*] If a number of different persons were to establish locomotive engines upon a railroad, the amount of capital required would be much greater than if it was in the hands of one?—Clearly.

962. Mr. *Baring.*] You have stated that in your opinion it would be impossible to fix any one general rate of toll for different railroads; are you aware whether, in fixing the tolls upon the different railroads, those circumstances that you have adverted to have been taken into consideration, or has the sum been fixed without any accurate calculation?—I know several cases in which calculations have been made, and in which not only the cost of working the line, but the tolls, have been fixed upon higher rates, in consequence of it being required to make it a profitable line. There are several Acts of Parliament for much higher tolls than others, arising, in the first place, from the peculiarities in the construction of the road, and, in the next place, the want of a larger amount of traffic to make it remunerative without.

963. Do you think that the tolls fixed by Act of Parliament, have been fixed by reference to all those circumstances, or have they been fixed without proper consideration?—I cannot suppose that Parliament has done it without proper consideration; I have no doubt it has been properly put in, because the parties who promote these measures know that certain tolls are requisite to make it worth working; and there is always a difference between the maximum toll and that which is charged by the railway company, which enables one railroad to charge less or more than another; one company has the power of charging the maximum, to enable it to make five per cent, and another does not charge the maximum, so that there is a margin left between a good concern and another.

964. Do you mean that the maximum in the different Acts has been varied with reference to those circumstances only, or has the maximum been a general maximum that would cover the cost?—No; if it were so, the maximum would be the same in all cases, which it is not. I have seen great variations in the maximum rates.

965. And that variation has been made, you think, upon good grounds?—For those I have named, I think so.

966. Lord *Sandon.*] Have not the parties generally made a calculation of the expense to be incurred in forming a road, the amount of traffic to be expected, and the amount of toll upon that expected traffic, which make out a probable state-

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ment of expected profit?—Yes; that has been required by Parliament, during the last one or two sessions, to be given in evidence.

967. Do you consider that fog and snow, as well as wind and moisture, will make a difference in the punctuality of carriages upon a railroad?—Yes, I do, I think it will make a very considerable difference, but the difference there, would not arise from its being necessary to take precautionary measures in case of fog.

968. Should you be able to travel with security at the same rate in fog, as in clear weather?—Certainly not; not with the same security; you might travel without accident, but not with the same security.

969. Have you yet had the experience of the effect of snow upon the Liverpool and Manchester, or any other railway?—Not to any extent; we have had snow, but not so as to totally stop the railroad.

970. Has it had much effect in retarding speed?—Yes, certainly; an hour or two frequently has been lost between Liverpool and Manchester; that would make, in the same proportion, half a day difference between Birmingham and Liverpool.

971. Is that from slipping or actual obstruction?—From the slipping of the engines, arising from the pressure of the snow upon the rail, the snow forms a piece of ice between the engine and the rail, and you cannot progress.

972. Then it is from that cause, and not from the obstruction offered by the mass of snow?—Not from the obstruction, but it prevents its biting upon the rail.

973. Would that be cured by an increase of power?—No.

974. Can you devise any scheme of remedying that by throwing sand upon it, or anything of that sort?—Yes; we are obliged to throw sand on in cases of that description, or anything that is upon the railway. We can get over it by doing that; but that is a delay. We never have that state of things without having delay with it.

975. The sand which you throw upon the rail for the purpose of facilitating the passage in that case, is afterwards an obstruction to it, when the snow is removed?—Yes, it is; it takes two or three times as much power to carry the carriages upon the sand as if it had not been placed there; but it is necessary to enable the engine to move forward.

976. Mr. *Baring*.] Is it your opinion, looking forward, that ultimately the Post-office will be obliged to employ engines separate from those conveyances used by the public on railroads?—No, I do not look forward to that at all.

977. You stated the great difficulty of accommodating the public and at the same time accommodating the Post-office; do you think that ultimately those two objects may be reconciled without much difficulty, or do you think we shall be obliged to have separate conveyances for the mails?—I do not think it is necessary that there should be separate conveyances for the mails; I think that after the lines are opened, and when it is seen what number of persons come by the trains from London to Liverpool, it will then be seen whether you ought to detain the train at Birmingham, or whether you ought to allow it to go, and compel the passengers, if the train from London arrives too late, to wait for the next train. If it were a mail-train, I should say that there ought to be an engine waiting to take on the mail, passengers or no passengers; and I am sure that that can be better done by the company than by the Post-office.

978. You think the difficulties will be got over after a certain time of trial?—I have no doubt about it.

979. Mr. *Wallace*.] What effect do you think would arise out of any general regulation as to stopping the use of railroads during the time of Divine service on Sundays?—That is so wide a subject, and one in which those who are more distant from the metropolis are so deeply concerned, that I should say, that anything we have now experienced in the Liverpool and Manchester and the Grand Junction would scarcely bear upon anything beyond Lancaster. I think it would have a very serious effect upon the Post-office communications in Scotland if you were to restrict the use of the railway between any hours on Sunday, even the hours of ten and four.

980. Lord *Granville Somerset*.] In an engineering point of view, is travelling at night inconvenient so far as regards taking care of the road?—No; the engine keeps the proper direction just the same in the night as in the daytime; the difficulty is in the superintendent on the road being able to perceive anything.

981. In your opinion would the constant travelling at night cause either serious difficulty or serious expense?—No, I do not think it would; I think that night travelling will become as general as day travelling.

982. Lord

982. Lord *Sandon.*] It would be so far additional expense that you will be obliged to have additional establishments during the night?—Yes; if it became necessary to convey the mail with only one train at night, it would be far more expensive to keep up that train than any train in the daytime, because you have six or seven in the day.

983. Lord *Granville Somerset.*] Do you contemplate the possibility of lighting the road at night?—No, I do not see the necessity for it. Good lights, carried with the train, I think is all that can be done.

984. Would the travelling at night always be exposed to more casualties than in the daytime?—I think always more.

985. Lord *Sandon.*] And so far it will make it more expensive?—It must be so.

986. *Chairman.*] But when the railway comes completely into operation, you do not anticipate that there will be any serious difficulty in travelling by night?—There will be no difficulty. It all resolves itself into matter of expense; the expense will be greater in this respect, that you cannot find so many persons to travel by night as in the day; therefore you have to divide the same expense upon one train instead of six or eight.

987. In no other respect will the expense be increased?—I am not aware of any, except what arises from accidents, which will be more likely to happen in the night.

988. You have stated that parties unconnected with the railroad are not found willing to become carriers for the conveyance of passengers upon the railroads, and you have attributed that circumstance to the great capital requisite for such an undertaking; how does it happen that private parties are found who are willing to become carriers for the conveyance of goods upon the railways?—The capital necessary for carrying goods is not so great as it would be for passengers. Those who carry goods upon the Liverpool and Manchester are carriers not only upon that railway, but upon most of the canals in that district, like Pickford's. The party has perhaps four or five engines, and he runs his goods from Bolton and Liverpool and Manchester. He has an establishment at Bolton, and a connexion with the canal; he sends his goods into Yorkshire. This is the only part of the great line of communication upon which there is a carrier. Then there are other persons that own coal estates, who are carriers themselves, and have three or four engines, and perhaps 100 coal waggons; and the capital invested in either of those concerns, or all put together, would not equal the capital embarked in the conveyance of passengers.

989. If parties enter into a speculation for the conveyance of goods along the railway, why does not it answer to convey passengers at the same time?—I do not know that.

990. Is the difference of speed in the conveyance of goods, and in the conveyance of passengers, sufficient to account for the difference of capital required?—Certainly; they carry such trains from Liverpool to Bolton, that I think they must be twice the time as the trains with passengers.

991. Mr. *Easthope.*] Have they not an establishment which is adapted to the conveyance of goods, and which would not be adapted to the conveyance of passengers?—Yes; I believe the parties were carriers before.

992. Do not you think there are persons connected with the coaching trade who are looking to become carriers of passengers, but they do not yet understand enough about it?—I have had some conversation with coach proprietors about it, but they are all in the dark upon the subject at present.

993. Lord *Sandon.*] Would you say, with regard to carriage upon railroads, that the larger the amount of capital employed the more likely it would be to be executed with profit and punctuality?—Certainly; if the trade were divided among a number of carriers, it could neither be done so well nor so economically, nor so profitably, there are so many dovetails, one fitting into another; for example, one establishment of spare engines will serve for the whole trade; and it all being under one establishment there is one head, and I am certain that the economy and advantage would be much greater upon that system than by any division of capital.

[*The following letter, addressed by Mr. Robert Stephenson to the Secretary of the London and Birmingham Railway Company, was delivered in, and read.*]

J. *Locke*, Esq.

14 December 1837.

London and Birmingham Railway.

To the Secretary of the London and Birmingham Railway Company.

Sir, Railway Office, Coventry, 11 Dec. 1837.

REFERRING to the Minute of the Directors, No. 65, of 5th instant, I cannot recommend any arrangements for adoption which may involve the necessity of working the railway during the night, until the new embankments have consolidated, and the permanent road been repeatedly adjusted. The height and extent of several of the embankments on this line, as well as the nature of the materials of which some of them are composed, render this precaution absolutely necessary; at least three months after the opening we must necessarily occupy the chief part of the night to conveying ballast from one part to another, in adjusting the permanent road, and in rectifying any slips on the slopes of the cuttings and embankments. We may look forward to these operations being necessary, with absolute certainty, and if sufficient time and fitting opportunities be not allowed during the period I have named, disappointments and delays must be the result, and the time prolonged for putting the railway into good working order.

Yours, &c.

(signed) *Robt. Stephenson*, Engineer.

994. You have heard the letter read signed by Mr. Stephenson; do you concur in the opinion expressed in that letter?—I have no doubt there are embankments upon the London and Birmingham Railway which would make it desirable that they should not be precipitous in opening the line during the night, and I have no doubt that is a very proper and wise advice in that case, but there might be other cases where such embankments did not require that peculiar care, and where such precaution would not be necessary.

995. Generally speaking, railroads, in the early stages of their opening, must require a great deal more repair than after they have been in use a year or two?—Yes; and with the Grand Junction, if we had had night-trains as well as day-trains, it would not have been wise to have opened when we did.

John M'Neil, Esq., called in; and Examined.

John M'Neil, Esq.

996. Mr. *Wallace*.] YOU are a civil engineer?—I am.

997. You were present the other day when evidence was given respecting the state of the road between London and Birmingham, as regards its being impossible to keep time by the mail-coaches arriving there to meet the trains?—I was.

998. Have you inspected that road since, in your capacity of engineer?—I have.

999. Will you state to the Committee what you have observed in reference to the statement made of the condition of the road?—I should wish to observe, that previous to my being here the other day there was a representation from Colonel Maberly to one of the Commissioners of Woods and Forests, complaining of the delay of the mails, in consequence of the bad state of the road; on that occasion I went down and examined the line from end to end; the parts complained of particularly were near Dunstable, and further on between Fenny Stratford and Towcester. I found that in one or two portions complained of, for a short distance, perhaps three quarters of a mile, there was an accumulation of mud, arising from the carts employed in the works having dropped a portion of it, and that it wanted to be scraped. In every other respect the works were exceedingly well guarded as to the protection for travellers; they were lighted, and watchmen kept upon those parts; there was an order immediately made that that portion of the work which required the carts to be driven over the road with the earth work should be stopped. It was stopped; and, on my last inspection on Monday and Tuesday last, I examined carefully all those parts, and I never saw the road in a better state, and I have known it now for 13 years. I was 10 years assistant to Mr. Telford, and after his death I was appointed engineer to it, and I have never seen it, at this period of the year, in so good a state as at this moment. Just when I was at the Chalk-hill, a person came up driving a gig, and spoke to Mr. Bush, and I asked what his name was; I thought, from having seen him occasionally on the road, that he was a coachmaster, and it turned out to be Mr. Liley, who horses several of the coaches, and he was asked by Sir Henry Parnell, who was by, what he thought of the road, and he said nothing could be better.

1000. Then, so far as your observation and experience go, there would be no just cause for the mail-coaches not keeping their time between London and Birmingham, at present?—Certainly not, at present, nor for some weeks past. I think that at the time the representation was made by Colonel Maberly to Sir Henry

Henry Parnell, there was a slight quantity of mud upon those two portions of the road; that might have increased the time of travelling by, perhaps, three or four minutes. I should also observe, that any delay that might occur in those two portions is more than compensated by the facility with which the mail-coaches can work up those hills near Weedon. I am certain that two horses can produce a better effect, now that portion is completed, than four horses could before.

1001. Lord *Granville Somerset.*] Can you state the length of those two alterations?—I cannot immediately.

1002. Can you state the breadth?—The width is now 20 feet.

1003. Is that sufficient for carriages to pass?—Two carriages can pass, but not very rapidly.

1004. Would it not be dangerous for a mail-coach to go any considerable pace down that road, as it now is, at night?—I do not consider that it would; the night before last a mail-coach passed me as I was on another coach, and, apparently, without any difficulty; I was coming up.

1005. What pace were the two coaches going?—I should imagine eight miles an hour coming up, and the other, going down, about 10 miles an hour.

1006. Do not you suppose that it is more dangerous for a coach to go along those improvements at this moment, than it was before the improvements were commenced?—No doubt of it.

1007. At whose expense are those improvements to be made?—The money is advanced by the Exchequer, I believe, upon the tolls of the trust.

1008. What is the whole sum of money which you anticipate it will cost?—I think it is 32,000 *l.*

1009. Were you consulted as to the expediency of laying out that large sum of money, considering the probability of a railroad communication?—No, I was not.

1010. Do you anticipate that the tolls will ever repay that money, with the probability of the opening of the railroad?—I think they will; there is very great local trade carried on from town to town, which could not be taken by the railway; I have no doubt that a very large portion, perhaps eight-tenths of the general travelling, may go by the railway.

1011. Is that trade of a description that will prefer having those two improvements to having the tolls lighter?—That I cannot tell; I think that the advantage to be gained, by lessening the horse-labour, will be very considerable, and in many cases will be preferred; there is one instance, which my superintendent saw; there were two horses taking up a waggon-load of coal, in which they usually have four horses employed.

1012. What difference of toll will there be in consequence of those improvements?—I think it is various.

1013. Lord *Sandon.*] In that particular case, would it be cheaper for the man to have two horses at the new toll, than four horses at the old toll?—In that particular case, I have no doubt they would prefer having the additional toll.

1014. Lord *Granville Somerset.*] Over what space will the tolls be higher to pay the 32,000 *l.*?—It extends all the way from London to Stonebridge, near Coventry.

1015. Then do the parties travelling down to St. Alban's pay for the advantage of the people travelling between St. Alban's and Coventry?—No, the increased tolls are only imposed where the improvements are made.

1016. And you do not know what the increase of toll is?—I can furnish a statement of it in each particular case; I think, in some cases, it is an increase of 3 *d.* upon 6 *d.*, making it 9 *d.*; and I think, in other cases, it is an increase of 1 ½ *d.* where it was 6 *d.*

1017. How long have those works been in course of preparation?—I think it is about a year ago.

1018. Long after the Birmingham Railway was in progress?—Yes; I got the orders after they were in progress, but those improvements were contemplated long before the Birmingham Railway was thought of.

1019. Was the work ordered and begun subsequent to the commencement of the formation of the railway?—Since the commencement of the railway; I had nothing to do with it, further than preparing the plans.

1020. Lord *Sandon.*] Would the existing tolls have been reduced but for the adoption of these new improvements?—I do not think they would have been reduced.

Lunæ, 18° *die Decembris*, 1837.

MEMBERS PRESENT.

Mr. Easthope.	Mr. Labouchere.
Lord Charles Fitzroy.	Mr. Loch.
Mr. Greene.	Lord Lowther.
Mr. Hutton.	Lord Seymour.

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

Mr. *William Chaplin*, called in; and Examined.

Mr. *W. Chaplin.*

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1021. *Chairman.*] YOU are an extensive coach proprietor?—Yes, rather so.

1022. You have been engaged in contracts with the Post-office for a long time for the conveyance of mails?—Very considerably.

1023. Have you at present any contract with the Post-office for the conveyance of the mails upon a line of road parallel with the Grand Junction Railway?—Not precisely so; we have abandoned the Manchester and Liverpool mails which run parallel, and the only two I have upon it are one to Halifax on the right, and one to Holyhead upon the left.

1024. Why did you abandon the roads that now run parallel to the railway?—I anticipated that the railway would carry the passengers, the trade which supported the mail; I applied to the Post-office, and we mutually arranged a give and take understanding, that we should not require that notice which is common between the Post-office and the contractors, and that if it were desirable that they should proceed from London to Birmingham by the railway, we would relinquish in favour of such a measure, and it was so acted upon.

1025. So that the agreement with you to carry the mails by coach ceased because they are now carried by the railway?—Because they are carried by the railway. The effect was exactly that which we anticipated it would be, the passengers went entirely by the railway.

1026. Then even in the present unfinished and imperfect state of the railway communication between London and Manchester, it would be a very unprofitable speculation to have a coach running on a parallel line of road?—Exceedingly so; because with respect to all mail-coaches, or any other coach, the main support is based upon the supply of passengers, that being absent, of course the expenses would be enormous.

1027. You find the passengers almost universally prefer the railway to the high road?—Universally.

1028. Lord *Lowther.*] Do not a great many persons go by the railroad?—Yes, they all do now, because of the speed.

1029. Do you know what the comparative price is between the railway charge for parcels and the coach?—There is no defined price at present, because there has been nothing sufficiently complete in its arrangements to make a specific charge to the public for.

1030. What is the price for parcels now from Birmingham to Liverpool?—From Birmingham to Liverpool it would have been originally about 1*s.*, now it is 1*s.* 6*d.*; but then it includes the delivery; the price is greater from Liverpool to London now than it was, but that arises from its going through different hands, neither of which are wholly responsible for the conduct of the affair.

1031. Are not there a great number of parcels go by the trains from Birmingham and Liverpool?—All that we take down to Birmingham for Liverpool; their charge about corresponds with what was charged before.

1032. Does it exceed what the former charge was by the coaches?—It appears to do so, because they include the delivery of the parcel at Liverpool or Manchester; the whole charge throughout is greater, but that does not apply to the railway alone.

1033. *Chairman.*] Are you not engaged in a negotiation with the railway companies

panies for the conveyance of passengers between the termini?—I have just completed an arrangement to that effect.

1034. How many miles is the intervening space?—It is about 37.

1035. Mr. *Hutton.*] When is that to commence?—It is supposed on the 1st of February.

1036. Have you made any agreement with the Post-office for the conveyance of the mails for that space?—No; I consider it will be unnecessary; because the mails would require no new feature from us; because there could be no additional speed given to the mails on that distance; because the whole must go from one train to go forward to another.

1037. *Chairman.*] The Post-office have not attempted to treat separately with you?—No; I understand the Post-office are anxious to get the mails forwarded by the railway; but that the railway is not yet sufficiently complete to take the responsibility of the post business in their hands, for fear of getting into bad repute, and on other grounds; and therefore we are in an open arrangement with the Post-office, waiting, as it were, their pleasure.

1038. Mr. *Loch.*] If the bags continued to be forwarded by the mail from London to Birmingham after the 1st of February next, do you conceive it would be a losing concern carrying the mail to Birmingham?—I think exceedingly so; because passengers, which are the main support, will naturally go out of London at two or three o'clock in the afternoon, when they can get to Birmingham by eleven at night, and avoid travelling all night. The difference of time between two and eight would not justify a man's travelling all night; so that I expect that we shall have but very light loading.

1039. Then if the railway refuse to take the mail after the 1st of February, the Post-office must be at a great additional expense, in order to induce you to carry the mail to Birmingham by means of the common coach?—I should certainly think so.

1040. Are you bound by your contract to carry on the mail whether it is a losing concern or not, after the 1st of February?—No; we arranged with the Post-office, on the commencement of the mails from London to Birmingham on July 4th, to act in co-operation with the Grand Junction Railway. All matters appeared so uncertain that they made a sort of open arrangement, by which we were to be paid in proportion for the outlay and for the stock. Being called upon to put on additional mails on so short a tenure, we arranged that if it lasted so many months, we should have so much; and if so many more months, so much less: so that we should be subject to two months' notice on either side, we not wishing to place them in difficulties, and they, in return, wishing to behave kindly to us.

1041. Is it not understood that the railway have declined to take the mail immediately after its partial opening on the 1st of February?—I understand so; but not officially.

1042. And that the only means that the Post-office will have, will be either to change the hour of dispatch from London, or to send the mail by coaches, as at present, at a loss?—Yes, at a greater expense.

1043. You know intimately the road between Birmingham and Liverpool and Birmingham and Manchester, and you knew the state of the coaches upon that road previously to the opening of that railway?—Perfectly.

1044. Has it not entirely annihilated the whole of them?—I think there are one or two left; but I expect that they will very soon find their level. I mean that they will fall.

1045. Then, in point of fact, the Grand Junction Railway, since its opening, has entirely put an end to all travelling upon the road by which the coaches went formerly?—Yes; I believe there are two coaches, one to Manchester, and one to Liverpool, only remaining; all the mails certainly are put an end to.

1046. Do you conceive that, under the existing law, the Post-office is entirely in the power of the railway companies, as to the terms that they can impose upon them for the conveyance of the mail?—I should imagine that the Post-office is in a situation very much like that of the carriers generally trafficking upon the road. It is a matter which I have seriously considered, before I entertained the idea of sacrificing a large business; but I do not conceive that we, as carriers, could ever do anything on the railroad in any shape or way. I think it would be impracticable, for a variety of reasons. The habits of coach proprietors generally are very ill adapted to the intricacy of machinery, and I fear that there would not be sufficient

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capital brought to bear upon any district, by coach proprietors or carriers, to conduct the whole line of railway traffic. Now if they could not do the whole, which I fear they would not, as knowing nothing about it, and prejudiced against it, I am sure they could not do a part, because it would be at the caprice of the engineers and the directors that their capital would be placed; and as to the hours of starting any train, I think it will be like the fable of the people with Jupiter, they would want power, and then want it taken out of their hands afterwards. There would be so much difference of opinion as to the question of the hours of departure, that no different sets of men could have an organized business upon the railway. It must be entirely in the management of one direction. And another thing would be the toll, which is chargeable on the person who places carriages, that would be so completely destructive of his interest, because the coaching people could not subscribe sufficient capital to carry on the whole. Therefore if they had a part, and the railway itself had another part, of the carrying traffic, and if the railway direction found that individual exertion was bearing against their exertion, they would take care to put such a toll upon the individual as would leave him very little profit for his traffic.

1047. Then, in your opinion, the railway has an entire monopoly of the travelling for itself?—That is my opinion; it is not a monopoly in words, but practically in its effect I should say it mainly is so.

1048. Lord *Lowther.*] Might not also the railway company operate in another way, regulating the hours of departure?—Yes; the Acts generally run, that the machinery, and the hours of departure, and a variety of matters, would be under the direction of the railroad.

1049. And that might be inconvenient to the coach proprietors?—So much so, that I am sure they would not place their capital at such risk, more especially as knowing nothing about it, and being very much prejudiced against it.

1050. Are not the tolls fixed by Act of Parliament?—Yes, to the extent of certain points.

1051. *Chairman.*] Is it not the case that some parties have entered into agreements with the railway companies to become carriers of goods upon the different railroads?—I think there may have been some arrangements of that sort upon the Liverpool and Manchester; I am not aware of any upon any of the minor railways; but I do not know anything particularly about it.

1052. Mr. *Easthope.*] You have devoted your attention a good deal to inquiring about railroads?—I have.

1053. And of course you have had a good deal of communication with railroad companies?—Certainly.

1054. Do you believe, that if any practical course could be taken by the company, so far as your communications have led you to form an opinion about it, that the companies would be glad to be rid of the details of the management, and would be glad to place the road, as respects the carrying, in the hands of other individuals?—I infer most probably they will at some future day; for I think the details will bother them exceedingly.

1055. You have had considerable engagements with them in going to their termini, and so on?—Yes.

1056. Does there appear on the part of the companies you have had to do with, any disposition to extort, or to keep the thing as a monopoly, more than is rendered necessary by the circumstances of their concern; has there been any feeling of anxiety to keep it a close monopoly, and to let nobody share in its management and in its profits?—On the first communication which I had upon this subject with the Grand Junction Railway, they distinctly objected to any connexion, however remote, in what they call their trade; but that does not seem to operate upon the minds of the London and Birmingham directors, and what they have done shows an opposite disposition; and from what I can gather from other railway companies, I think that where there are parties who are experienced in the trade, and of respectability in those channels in which the trade is accustomed to flow, they feel a desire to co-operate with them.

1057. Do you think that if there is anything as between the railway companies and the Post-office, which does not go very smoothly, it may reasonably be attributed to neither party sufficiently understanding what their position is, to enable them to come to any positive and well-digested agreement?—I think it must be so; because a railway company must naturally be anxious to carry all the traffic they can, and to have the character and sanction which it carries with it; such a

business

business would be as desirable to them as it has been to us as coach proprietors; the Post-office business, of course, must be done with exceeding regularity, which has not been experienced in the short trial of the railroads from Birmingham to Liverpool and Manchester. The Post-office have been accustomed in all their measures to be of course paramount with us coach proprietors, and perhaps that may be a little difficulty.

1058. Mr. *Loch.*] If the Post-office could not agree with you for the carriage of a mail by an ordinary road, they might agree with some other coach proprietor?—Yes.

1059. Supposing they cannot agree with the Grand Junction Railroad, what is their remedy then?—But then I think it would be felt thus, that there would be men of ability and discernment in the management of such affairs, and that the public opinion and the maintenance of their own character, and everything, would combine to make them lend themselves to the accommodation of the Post-office.

1060. Mr. *Easthope.*] With the coach proprietors, has not the practice of the Post-office been to put one against another in competition, so as to get them into very fair and low terms, and has not that course been effective to keep down the terms?—They have managed with very great tact. There is Mr. Johnson, and also Mr. Louis; they are men of considerable ability; they have known how to turn to their own account the competition existing in our trade, and yet they have done it with gentlemanly feelings, so that really we have occasionally stepped out of our way to promote their views, because we have seen what certain gentlemen have said. I can state that the mail business is done at a loss; the labour of forwarding the mail is a loss, taking them as a whole.

1061. The Post-office practically have it in their power, and have practised it without anything that has been to be complained of, to put one against the other in competition, so that they have been in the practice of running at very low rates?—Something like that.

1062. That cannot be so much the case in the railroads?—No.

1063. Do not you think that if the railroad companies were, in consequence of there not being proper rules by which competition could be enforced, to extort from the Post-office, or from the public, that it would raise a clamour against them that would be, in the end, very prejudicial to them?—I should imagine that it would; I should think they have too much good sense to do so.

1064. Are you a railroad director?—I am.

1065. In any company that you engaged in, would not it occur to you that it would be unwise, as matter of policy, to do so?—I am quite sure that railway companies, if they do not find it now, will find, that it must be by extreme numbers that they are to get their support; and they would know, because they would be men of intelligence mostly, that it must be by moderate prices that they would obtain that great supply, and they would know the advantages of it.

1066. Looking to your knowledge, and to your connexion with railroads, what would be your own opinion as to the policy, inasmuch as you were laid open to the imputation of being monopolists, would you not think it sound policy to counteract any opinion of that kind by being as liberal as you could, consistently with justice to the public, and especially to the Post-office?—I should think they would do so.

1067. Do you think that with the present limited experience of railroad companies the Post-office could safely come to any positive defined plan by which the thing could be expected to be permanently regulated, both as to expense and as to time?—The great difficulty with the Post-office would appear to me to be the habits of London society, in consequence of which the eight o'clock dispatch is so universally approved of; it is inconvenient for the railroads to commence their proceedings so late at night in the early stages of them. I am quite sure they have every desire to accommodate the Post-office; but it will require some time for people to get confidence to travel by them in the day, much more to start at eight o'clock at night. Now I do feel this from dearly-bought experience. I put on a coach from London, at six o'clock, to supply the Grand Junction Railway's last train in the evening to Manchester and Liverpool, thereby forming a daily conveyance from the metropolis from Manchester to Liverpool. The result has been, that I have lost a considerable sum of money through that notion, for the people would not go to start at six o'clock or half-past six in the dark; but they went down in later coaches from London, and slept at Birmingham, and proceeded in the morning. It shows that nothing but the bags would go at this late hour,

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hour, and more especially for any distance short of that; say into the South to Brighton or Southampton, people would, as matter of course, go out of London at four o'clock or five o'clock, and get down at dark to their journey's end, and there would be no great quantity go out as late as eight o'clock at night for a short distance.

1068. Mr. *Loch.*] When the railway is completed to Liverpool, will it then be convenient to leave London at eight at night to get there the next morning?—I think it will; but it must be considered, that the railway saves so much time, that people will turn in their mind whether they will not go to bed in the night and travel in the day.

1069. You said, in answer to a former question, that you thought that the influence of public opinion upon the railway directors would be such as to always keep the prices at a very moderate rate, and at a decreasing rate. Now, supposing this was to present itself to the consideration of the railroad directors, that they found they could carry at a less expense a smaller number of persons by raising the rate, would they not rather carry a smaller number at a less expense than a larger number at a greater expense?—That is probable.

1070. *Chairman.*] Can you state to the Committee the proportion which generally the fares charged upon the railways bear to the fares charged by the ordinary mode of coach travelling?—The average fare upon the railways, I believe, is about 2 *d.* a mile; and the average of the coaching charges generally through the kingdom would be about 4½ *d.* to 5*d.* a mile inside, and 2½ *d.* outside. Upon the London and Birmingham Railway, for the little distance they have been going, they have charged about 3*d.* a mile inside and 1¾ *d.* a mile outside. Then there would be about two to one of the inferior fare.

1071. Lord *Lowther.*] Do you know what it is upon the slow trains?—I think the fare is about 14 *s.* or 15 *s.* as compared with a guinea. With respect to the prices, it would after all be a matter of time against money; because if the railway gentlemen went too high, there is the road after all to traffic on at a low price by the common mode of conveyance, if they were too high by the railway.

1072. Mr. *Loch.*] Then the railway would raise it just high enough to make the most profit without inducing any coaches to come upon the road?—They must raise it high enough to pay themselves for the labour; perhaps they had not it high enough before.

1073. Then the force of public opinion would not operate upon them as to fixing the prices in that case?—The force of public opinion would be very great if they did not make a profit upon their undertaking.

1074. *Chairman.*] Do you think the force of public opinion would induce them to lower the rate of profit one farthing below what could fairly be made?—I cannot say.

1075. Mr. *Easthope.*] Is not it a fact that persons that have engaged in railways as a speculation, contemplate a great portion of their profit from changing the habits of the people, and inducing more travelling?—I feel confident about that.

1076. Would they be entitled to feel confidence if they did not intend to reduce the expense of travelling very much?—Most assuredly that is the basis upon which they get support.

1077. With respect to coach travelling, have you not always found, that when coaches have been running in opposition to each other at very low fares, the increase of travelling has been very great when the fares have been diminished to a very low rate?—Certainly.

1078. Do not you think that that is one of the reasons, as well as the economy of time, why the travelling will be much increased upon railroads?—I am sure it will.

1079. If that be the case, would not raising the charge upon railroads greatly operate against that view?—Yes; but I think that people care most about speed, because we always found that though cheap coaches took great loads, still, that the best and fastest conducted coaches load and pay us the best; that people will pay for good travelling; and although a mile an hour put on the speed would take 13 or 20 per cent. more cost, still it is always promptly met by the public.

1080. You calculate that no coach travelling that can be planned can effectually compete with the railroad travelling?—In no shape or way; it is quite out of the question.

1081. Therefore, believing that everything must find its level, you are putting yourself

yourself in a train to go with the railroad, and not to continue your large operations upon the ordinary roads?—That is quite my endeavour at this moment. Mr. *W. Chaplin.*

1082. *Chairman.*] That is to say, you are transferring your capital from the business of a coach proprietor to that of a railroad proprietor?—Not so much so as getting out of my coaching; I have been hardly long enough in railway experience to know how far to go into that. 18 December 1837.

1083. Lord *Charles Fitzroy.*] Can you say how long a contract ought to last for any person to make a safe contract upon the railroad, now in its unfinished state?—The outlay for locomotive engines and carriages must be of a large amount, and therefore it requires a corresponding time to let the property get into action. Nobody would go to build locomotive engines and carriages on a railway without a stated and fixed time for its operation.

1084. Therefore you would think it unsafe to enter into any contract upon a railroad in its unfinished state?—I am quite sure that no coachmaster would undertake it.

1085. Mr. *Easthope.*] Up to the present time, there is no principle upon which such a contract could be chalked out, to be safe to the persons engaging in it?—No.

1086. Do you think that if, in the course of time, there could be plans chalked out which would be safe towards the individuals engaging in them, there would be any want of capital or disposition on the part of people accustomed to that business to engage in such business?—I do not think there would, if they saw their way.

1087. Is it your opinion that the railroad directors and the proprietors would consider themselves fortunate if they could chalk out such a plan, to get rid of the details that are necessarily united with being carriers themselves?—I should think remarkably so, because it would make a certain profit without any labour.

Mr. *Benjamin Worthy Horne*, called in; and Examined.

1088. *Chairman.*] YOU are a considerable coach proprietor?—Yes. Mr. *B. W. Horne.*

1089. Have you been accustomed to carry mails for the Post-office?—Six mails daily, besides the foreign mail.

1090. Have you carried the mail upon any line of road which runs parallel with a railroad?—I have the Woodside and Chester mail; that is parallel: it passes through Stafford and Nantwich, and two or three other places where the railroad affects us.

1091. You are at present carrying the mail along that road?—We are; as if the railroad had not been established.

1092. Do you find that the establishment of the railroad affects the number of passengers that go by your coaches?—It has not so much affected the Chester mail as we might have imagined; only in one way, and that is, by a reduction of the fare.

1093. Why does it happen that upon that particular line of road the passengers still continue to go by the coach?—It is the only stage-coach upon the line of road for a distance of about 80 miles.

1094. Does the railway run parallel to it?—It touches at Stafford, and again at Nantwich and other places, at a distance of about seven, eight, ten or fifteen miles.

1095. Do you think generally that when the high road and the railroad run parallel to one another, passengers would prefer the railroad to the high road?—We wish to continue the Chester mail; but from the day that the railway is opened from end to end, it will be useless.

1096. Mr. *Hutton.*] Do you conceive that the mail being still productive arises from their not having established branch coaches from the different points?—There are a variety of coaches started from the different towns. The way in which the mail is supported, so far as it is supported, is, that the London and Birmingham Railway is not yet sufficiently opened; so that the saving would be, to these parties, only about four hours, at the present speed.

1097. Mr. *Easthope.*] Is it your opinion that the public are more careful, upon a large scale, about their time than about their money?—Decidedly: if we could take the people at half the original fare to Chester, they would not go by mail now.

1098. Is it your opinion that the railway will supersede the former mode of travelling chiefly on account of its celerity?—Yes, and the price as well. The mails, generally speaking, maintain a better fare than the coaches at most times.

Mr. *B. W. Horne.*

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1099. Have you found always, that the coaches that travel fastest, load and pay best?—It is a question whether it is night travelling or day travelling; the fastest day-coaches are generally supported by the public; if it is only a difference of half an hour, it is patronized: the same as a coach that goes by the nearest route; the coach that goes by Wickham to Oxford is generally considered the most speedy, and it has the best chance.

1100. As the railroad system extends, you calculate upon the probability of a great diminution of the business of coach proprietors?—Annihilation is the best word to apply to it.

1101. Did you ever turn your attention to the probability of parties, unconnected with the railways, being carriers upon those railways?—It has been broached; but I do not see that it is possible to carry it into effect with any benefit.

1102. Why do you think it impossible?—The Act of Parliament merely specifies they are at liberty to do such and such things; but you will require your own servants, and many other things upon the railroad; you will merely have the use of the rails, and that will be all.

1103. Then you do not expect that other parties unconnected with the railway will become carriers for passengers by the railway?—No; they would be at a disadvantage of at least 25 per cent., which would run away with the entire profit upon it.

1104. Do you think people will become carriers for goods?—No.

1105. Have not some parties become carriers of goods upon one or two of the railways?—It is said that Messrs. Pickford have conveyed goods, but I consider that in their case there are reasons for it. The railway would contract with us to carry goods that were going to any distant place beyond the railway, for the purpose of getting the trade brought to it; but if the trade started from end to end of the distance of the railway only, we could not profit by it.

1106. Are the Committee to understand that you mean, that you think it will not be worth while for parties, who merely want to employ the railway, to become carriers upon it, but that it may answer the purpose of parties who want to employ the railway in continuation of a line of road which they have already used independent of the railway?—Yes; because the railway would participate in that benefit. I conceive that is the only way in which, if I was disposed to speculate upon it, I could do so.

Mr. *Joseph Baxendale,* called in; and Examined.

Mr. *J. Baxendale.*

1107. *Chairman.*] YOU are connected with the house of Messrs. Pickford?—I am.

1108. They are very extensive carriers?—They are.

1109. Have you lately entered into an agreement with one of the railway companies for the carriage of goods upon the line of the railway?—Not entered into an agreement, but a certain arrangement has been spoken of; no agreement has been made.

1110. But you are at present conducting a negotiation?—Perhaps they may call it an agreement, and I might perchance call it an agreement, but not legally; what I mean to say is this, that there is an understanding, which I have no doubt will ultimately be carried into effect.

1111. Should you feel any objection to state to the Committee the principle and the terms upon which it is proposed to conclude that arrangement?—A percentage upon the returns, upon the profits.

1112. Mr. *Loch.*] You do not propose to carry your goods yourselves upon the railway?—No, I consider that is quite out of the question; I have never understood, nor do I believe, that any railway can admit of individuals having their own locomotive engines. I do not see how it is possible that the traffic of the country could be carried on.

1113. *Chairman.*] Do you mean, that according to the system upon which railroads are established, it would not be worth while for any parties unconnected with the railway to establish locomotive engines upon it?—I mean to say, that unless it were in the hands of the proprietors themselves, so that they had the entire control in their own hands, it would not be possible for the traffic of the country to be carried on; the confusion would be too great.

1114. Mr. *Easthope.*] How would that confusion arise?—If there were a variety

variety of parties upon the railroad, I do not see what power there would be of keeping one out of the way of another; for example, suppose I had a locomotive engine, and it breaks down, it must necessarily stop the whole of the line, because it cannot be passed.

1115. Is there any other reason against it?—If any accident whatever takes place, that accident would necessarily stop the railway. If it were entirely open to the public at large, a very large body of people that would be upon the railway would have engines, or would have machinery, that would not be equal to perform the work.

1116. Mr. *Loch.*] Then, in your apprehension, the carrying upon a railway must, of necessity, remain with the company?—That has been my feeling, invariably, ever since the Liverpool and Manchester Railway originally was opened; from that hour I always considered that it must be decidedly a monopoly.

1117. And a monopoly against the Post-office, as well as the rest of the world?—If the Post-office should not choose to take it into its own hands, and go along the railroad.

1118. Would not the same objection prevail against the Post-office as against any other carriers?—If the Post-office made an arrangement with the directors of the railway company, of course there would be no difficulty then; but if the Post-office had their own carriages upon the railway I should say there would be a very decided objection to that.

1119. *Chairman.*] Supposing, without coming to any arrangement with the company, the Post-office availed itself of the state of the law to run their own locomotive engines upon those railways, as they have a right to do, do you think it could possibly be done without such an enormous expense, as, in point of fact, to put an insurmountable barrier to the undertaking?—No; I think the Post-office might do it itself, and that it would not put an entire barrier to the undertaking.

1120. You think they could put on their own locomotive engines, employ their own people, and run their own trains?—I think it is possible, but I am not sufficiently acquainted with the subject to give an opinion.

1121. Mr. *Easthope.*] Have you considered the question of a night police, and the extent to which all the employées upon the railroad would be required to be multiplied, by having another company that would have the control of its own operations?—Not at all; it is a subject that I have not given my attention to; I was not aware what evidence I should be required to give.

1122. Is it your opinion that anything like a divided authority, or divided control, upon a railroad, would be injurious to both parties?—Decidedly so.

1123. Then it is your opinion, from what you have seen of railway communication, that it is essential to the convenience of the public with reference to it, that there should be an undivided control and authority?—Assuredly.

1124. And that no plan would be likely to work well that at all interfered with the authority that exists?—Certainly.

1125. *Chairman.*] Does the agreement you have made for the transmission of goods along the railway apply to the transmission of those goods merely along the railway, or is it part of a system of communication which extends over high roads in other directions?—It is merely as it relates to the direct lines.

1126. If you were merely considering the way in which you should transmit goods from London to Birmingham, should you think it worth your while to make an agreement with the railway to transmit them, or should you do it in the ordinary way?—It would depend upon circumstances; it would depend upon the cost.

1127. Did you ever make a calculation whether it would be worth your while to transmit these goods along the railway?—I do not know what price they would charge; if the rate of charge were similar to the rate of tonnage upon canals, the speed would cause them to be sent by the railway; but if the rate of tonnage were higher, and the cost of doing the work higher, than upon the canal, the cost would prevent anything going along the railway but the lighter description of goods, and those that required haste.

1128. What rate of speed do you consider desirable for the transmission of goods upon a railway?—A very large portion of the goods do not require any great speed; a very moderate speed is sufficient; but if you will give the public five days when they have been accustomed to seven, they will want you to give them four, and if you give them four, they will want three, and if they once find

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a benefit in getting goods quickly, and they can have them at the same cost, they will not be satisfied even if they get them in 24 hours.

1129. Mr. *Easthope.*] You imagine that what the public will want is governed by the profit of doing it?—Decidedly.

1130. You cannot imagine that the public would require it, if it was not for their benefit?—Certainly not.

1131. Mr. *Greene.*] Do you carry many goods by vans?—No; there has always been a great mistake in that respect. The weight of goods between the north of England and the south, and through the intermediate manufacturing districts, that come by that quick conveyance, is so trifling, as not to be worth a moment's consideration.

1132. Have you been in the habit of running vans between London and Manchester, and London and Liverpool?—Yes.

1133. To what extent?—A van each day, each way.

1134. How much will each of those vans carry?—They will not average more than two tons each way, in and out.

1135. You have been in the habit of horsing those vans all the way yourselves?—Yes, all the way from Liverpool to London; we never had any intermediate contractors.

1136. Since the opening of the railway between Birmingham and Warrington, have you been in the habit of continuing your vans, or do you take advantage of that portion of the railway?—We have continued our vans; we abandoned them for three days a week, thinking that the railway would necessarily take the goods; but an irregularity was found; and we found in a short time that there was a good deal of confusion arising. Some of our connexions, whose property was to an immense extent, bullion merchants, would not trust their property in the hands of the railway. We therefore were under the necessity of continuing our vans three days in the week, and regretted that we had abandoned them at all.

1137. At what speed do those vans go?—About six miles an hour; the fact is, that we are out one day; we leave late one evening, and deliver in London the morning but one following.

1138. Mr. *Loch.*] Do you think that is likely to continue after the railway is opened all the way?—No; if the railway had been opened from Liverpool or Manchester to London, from that moment we should have discontinued our vans, because the property would have been equally secure under proper management, and they will get that proper management when the railroads are once in operation; they will find it their interest to have management that must necessarily satisfy the public; but, by the Liverpool and Birmingham railway ending as it did at Birmingham, anything that had to be transmitted to London would have to pass into other hands. The railway companies themselves have no further connexion with the country; it must cease at Birmingham; therefore men, whose property was valuable, would of course be afraid of leaving it at the mercy of parties of whom they know nothing.

1139. Then the railway will take at least all that portion of your trade?—Assuredly.

1140. And a large portion of the other?—That again depends upon the money.

1141. And you think at present there is hardly sufficient knowledge to know what to do?—No; I had at one time a firm conviction that the cost by railway would be too great, but I have had reason to think, from certain contracts that have been entered into, particularly for locomotive power, that the cost will not be so great. If the wear and tear upon the railroad is not greater than the wear and tear upon the canal, I think the railway will be the cheapest conveyance.

1142. At what speed?—At 15 or 20 miles an hour.

1143. Are the contracts for locomotive power that you have alluded to with the London and Birmingham?—Yes; the Liverpool and Manchester, or the Grand Junction, has never entered into any contract; their mode of doing the business has been to keep it all in their own hands; I should suppose that they are at much greater cost than the contract.

1144. Mr. *Easthope.*] You allude to Mr. Bury's contract?—I do.

1145. Is there a difference in the construction of his locomotive engine from that of any other, which, in your apprehension, leads to diminished expense?—I believe so.

1146. Is

1146. Is there not a great diversity of opinion amongst engineers about Mr. Bury's engine?—I think not. Mr. *J. Baxendale.*

1147. Do not you know that Mr. Stephenson is very hostile to it?—Mr. Stephenson has been very hostile to it, I believe. One of the central railways was very anxious to come to some decision as to what description of engines must be prepared, and an application was made to Mr. Bury to know whether he would object to a trial being made for their guidance and government. He did at first object to it, but he gave way, if I recollect right; I saw a statement that was given afterwards by the engineer who was appointed by the Midland Railway, and it appeared that the difference in favour of Mr. Bury's over the Grand Junction Railway engines was 60 per cent. 18 December 1837.

1148. Mr. *Loch.*] What experience has there been of those engines of Mr. Bury's?—They are the engines that work between Tring and London.

Martis, 20° die Februarii, 1838.

MEMBERS PRESENT.

Mr. Easthope.	Mr. Labouchere.
Sir Robert Ferguson.	Mr. Loch.
Lord C. Fitzroy.	Viscount Lowther.
Mr. Greene.	Lord Seymour.
Mr. Hutton.	Mr. Wallace.

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

Colonel *Maberly,* called in; and further Examined.

1149. *Chairman.*] HAVE any further communications taken place between the Post-office and the Railway Companies since you were last examined?—Since I was last here, we have made a fresh agreement with the Grand Junction Company; the agreement is to convey the mails from Birmingham to Manchester and Liverpool and back again, four times per day, at the following prices: for the morning trains, 2 *l.* 10 *s.* each trip; for the evening trains, 5 *l.* each trip, and for the day trains, 1 *l.* 2 *s.* 6 *d.* each trip; making the total expense per day 19 *l.* 10 *s.*, with a covenant to enter into a contract to perform the service punctually in four hours and 45 minutes from Birmingham to Manchester and Liverpool, and in five hours from Manchester and Liverpool to Birmingham; and they also covenant to enter into a contract to be bound under a penalty of 500 *l.* to be punctual: these, I think, are the chief and important stipulations. We have not entered into the contract, because at that time it was conceived that the arrangement would be so temporary, owing to the expected opening of the London and Birmingham Railway; and this agreement being entirely dependent upon that opening, we have kept back the contract, consequently the company cannot be sued for the payment of the penalty; all we can come upon them for is the damages for the breach of that agreement, which it would be difficult to recover from them through a jury; therefore, I fear any penalty so long as the contract remains unmade is nugatory; had we known, however, that it would be so long before the London and Birmingham opened, we should certainly have entered into the contract; but, as I have before said, the reason we did not do so was, that we thought on the 1st of January or the 1st of March the London and Birmingham would have opened. Colonel *Maberly.* 20 February 1838.

1150. Why do you say this arrangement must be dependent on the opening of the London and Birmingham Railway?—The times must be entirely changed, and that was the stipulation with the Grand Junction; we felt that originally such would be the case, and consequently, in the authority the Postmaster-general gave to Mr. Louis to enter into this contract, it was stipulated that there should be, if possible, a temporary agreement till the London and Birmingham opened; if we could have got the London and Birmingham times, we would have continued the trains on at those times to Birmingham and Manchester; but owing to our not getting the time bill of the London and Birmingham, we were precluded entering into that arrangement, even if the Birmingham and Liverpool Railway and the Grand Junction would be willing to enter into that agreement at that distance of time.

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1151. Are the trains which you have mentioned to convey your letters, according to the agreement you have described, special or ordinary trains?—I should almost call them ordinary trains for the present, for it was a continuation of trains at the same hour, which we have adopted since July; but we paid for the evening and the morning trains more upon the principle of special than of ordinary trains. They may be considered in some degree special, inasmuch as the directors stated to Mr. Louis that, if it was not for the Post-office, they would not have continued those trains, as they did not remunerate them, and therefore they charged us a much higher price than they would have done if they had run them for their own purposes; therefore, in some degree, they may be considered special, but in some degree ordinary.

1152. Is it in the power of the Post-office to vary the times of the departure of those trains?—It is not in the power of the Post-office to alter the times.

1153. Have the goodness to read the passage which relates to that point?—"And it is further agreed, that the said contract shall continue in force until one party shall give one month's notice in writing to the other to determine the same. The intent and purpose of this short notice being agreed on, are with the view of making fresh arrangements when the London and Birmingham Railway Company shall be prepared to convey Her Majesty's mails, and thus fall in with the despatches to and from Birmingham, Liverpool, and Manchester." There is also a stipulation that if the mails arrive late at Birmingham, an express engine shall be furnished by the railway, for which engine we are to pay 5*l.*, if the engine does overtake the regular train before it reaches Whitmore, which is about half way; if it does not overtake the regular train before the regular train reaches Whitmore, then 10*l.* is to be paid for that service.

1154. Do you consider these conditions fair and reasonable?—Indeed I do not think there is much to quarrel with, provided those trains are not remunerating, as the directors say they are not, and which we have no means of verifying.

1155. What are the hours at which those trains start?—From Birmingham to Liverpool, for which we pay 2*l.* 10*s.*, at a quarter past seven A. M.; from Manchester and Liverpool back again to Birmingham, half-past six A. M.; the evening trains, seven or a quarter-past seven, from Birmingham to Liverpool, and from Liverpool and Manchester to Birmingham, half-past six. What they stated to Mr. Louis was, that the morning and evening trains started at inconvenient hours, and did not pay; some of the evening trains getting in very late, and the morning trains starting very early. In short, they said that those hours did not suit the public convenience, and that, if it was not for the Post-office, they would not have selected them at all, after the trial they had had.

1156. How long has this system been in operation?—This contract was concluded very shortly after Mr. Louis's attendance here; it was the 28th of December; it was subject to the Postmaster-general's approbation, of course, to be given in seven days, and, in addition, they offered to fit up for us a travelling post-office, in order to enable us to sort the letters for the London despatch both ways, which they have done, and which is now in operation.

[*The Agreement was delivered in, and read as follows:*]

"Agreement made this 28th day of December, in the year 1837, between John Moss, esq., on behalf of the Grand Junction Railway Company of the one part, and George Louis, esq., on behalf of Her Majesty's Postmaster-general of the other part. For the considerations hereinafter mentioned, the undersigned, John Moss, does hereby undertake and agree, four times, daily, in every week, from and after the expiration of a notice of seven days from the said George Louis, to convey from the railway station at Birmingham, to the railway stations at Liverpool and Manchester, and back, Her Majesty's mails of letters, by carriages moved by locomotive steam-engines on the railway; and also to take up and convey by such carriages all bags of bye or cross-road letters or mails of any other description that may be delivered or tendered to them or their agents for conveyance by or on behalf of Her Majesty's Postmaster-general, or his deputies or agents duly authorized, within the time hereinafter mentioned; that is to say, in not more than four hours and forty-five minutes each time from Birmingham to Manchester and Liverpool, and in not more than five hours each time returning: the periods of starting from each station, the said John Moss and the said George Louis agree should be as follows; viz. 7 to 7.15. A.M., 11.30. A.M., 2.30. P.M., and 7 to 7.15. P.M. from Birmingham; and, respectively, from Liverpool and Manchester at 6.30. A.M, 11.30. A.M., 2.30. P.M., and 6.30. P.M. And the undersigned, John Moss, further agrees and undertakes to enter into and execute a contract with Her Majesty's Postmaster-general to the above effect, whenever the same shall be tendered to him for that purpose; by which contract he shall be bound to Her Majesty, her heirs and successors, in the sum of 500 *l.* for the due and faithful

faithful performance thereof; and until the said contract shall be prepared and executed, he engages and promises to observe and perform the above regulations, and to be subject to all the covenants, stipulations, and conditions of such contract which will be based on this agreement. In consideration whereof, the said George Louis, on behalf of Her Majesty's Postmaster-general, agrees that the undersigned, duly performing his said engagement, shall be paid out of the Post-office revenue as follows; viz., for the 7 to 7.15. A.M. trip from Birmingham, 2 *l.* 10 *s.*; 11.30. A.M. ditto, 1 *l.* 2 *s.* 6 *d.*; 2.30. P.M. ditto, 1 *l.* 2 *s.* 6 *d.*; 7 to 7.15. P.M. ditto, 5 *l.*; for the 6.30. A.M. trip from Manchester and Liverpool, 2 *l.* 10 *s.*; 11.30. A.M. ditto, 1 *l.* 2 *s.* 6 *d.*; 2.30. P.M. ditto, 1 *l.* 2 *s.* 6 *d.*; 6.30. P.M. ditto, 5 *l.*; making a total daily charge of 19 *l.* 10 *s.* for the eight trips. And it is agreed by the said John Moss, that in cases when the mail-coaches shall not have reached Birmingham before the departure of the railway-train, a special steam-engine shall be provided to convey Her Majesty's mail-bags of letters; and should the said special engine overtake the regular train before it reaches Whitmore, which is about half-way between Birmingham and Liverpool, then, in consideration thereof, the said John Louis, on behalf of Her Majesty's Postmaster-general, agrees that 5 *l.* shall be paid out of the revenue of the Post-office; in case, however, of the said special engine not reaching Whitmore before the regular train shall have left, and that it shall be necessary to send it on to Liverpool, or to any place beyond Whitmore, then in consideration thereof the said George Louis, on behalf of Her Majesty's Postmaster-general, agrees that 10 *l.* shall be paid out of the revenue of the Post-office; for this sum of 10 *l.* the said John Moss hereby agrees that a special engine shall also be sent from Warrington to Manchester on arrival of the special engine from Birmingham, in case of that engine not reaching Warrington before the regular train has left, and it is agreed by the said John Moss that the necessary mail-guards shall be conveyed by the railway free of all expenses. And it is further agreed that the said contract shall continue in force until one party shall give one month's notice in writing to the other to determine the same. The intent and purpose of this short notice being agreed on, are with the view of making fresh arrangements when the London and Birmingham Railway Company shall be prepared to convey Her Majesty's mails, and thus fall in with the despatches to and from Birmingham, Liverpool, and Manchester; provided, and it is hereby declared, that this agreement and the terms thereof shall in all respects be subject to the approval of Her Majesty's Postmaster-general, who shall have full power and authority to annul and determine the same at any time within ten days from the date hereof.

John Moss,
George Louis.

" Witness to the signatures of John Moss and George Louis,
" *Edward Ellis,* of the Mail-coach Department, General Post-office.
" Re-signed by John Moss, in the presence of
" *William Banning,* Postmaster, Liverpool."

1157. Has the service, during this period, been performed for the Post-office with regularity, and in a satisfactory manner?—Most irregularly.

1158. Mr. *Wallace.*] Has that been owing to the weather, or owing to the want of power?—At first I considered there might be great excuse on account of the weather; it was just at the commencement of the frost; and though we had great reason to complain, on consulting with Mr. Louis we agreed it would not be fair to threaten to institute proceedings against them, but it became so bad shortly afterwards that we did threaten that, unless they gave a satisfactory explanation, we would institute proceedings against them, and I have here Mr. Chorley's answer, the secretary to the Grand Junction Railway, to that threat on the part of the Post-office. The letter of Mr. Louis was dated 17th of January 1838; it is in these terms:—" Sir, With reference to the very serious delays which have taken place on the Grand Junction Railway since the contract has been entered into, I beg leave to inform you that I have it in command from the Postmaster-general to acquaint you, that his Lordship has decided to put the case into the hands of the solicitors, as he feels called upon, for the sake of the public, to inflict the penalty of the contract, now that we pay so high a price, unless some satisfactory reason is given for the irregularities of this railroad, and some guarantee that they shall not again occur. I shall be glad, therefore, to hear from you upon the subject. I have, &c., (signed) *Geo. Louis.*"—To that Mr. Louis received the following answer, dated Liverpool, 19th January 1838:—" Sir, I have the honour to acknowledge your letter of the 17th, apprizing me that the Postmaster-general has instructed the solicitor to the Post-office to take steps for the recovery of a penalty from this company, on the ground of delays which have lately taken place in the delivery of mails, unless some satisfactory reason be given for the irregularities complained of. I shall lose no time in laying this communication before the directors at their next meeting, after which I shall be enabled to return a more particular, and, I trust, a more satisfactory reply than it is at present in my power to give. In the meantime the Postmaster-general may be assured that the various detentions that have occurred, nearly all arising from causes which

Colonel *Maberly.*

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it is almost impossible to control or provide against, have not taken place from any want of anxiety in the directors and managers of the company to insure regularity, and that their efforts to attain it will not be relaxed. I am, &c., (signed) *J. R. Chorley.*"—Then we received this letter from Mr. Chorley:—"Grand Junction Railway, Liverpool, 27th January 1838. Sir, I have laid before the directors your letter of the 17th inst., communicating the intention of the Post-office to proceed against the company for the penalties under the contract for the late arrivals of the mail-trains, unless a satisfactory explanation can be given. I am desired by the directors to assure you that they have every disposition to afford the Post-office as full and minute information as the nature of the case will admit of; but the causes of delay not unfrequently arise from temporary imperfections in the machinery (occurring often during the journey), which are only discoverable on the careful examination of the engine, which takes place when it is at rest, after the day's work. Hence the general and unsatisfactory reasons assigned upon the way-bills at the moment of arrival, of 'want of steam,' 'engine weak,' 'engine out of order.' Another prevalent cause of delay, not only during the frost, but in the moist and foggy weather which preceded it, has been the slipping of the engine upon the rails, a casualty which, it is to be feared, will always be experienced at this season of the year in a greater or less degree. This mode of communication is also exposed to other causes of detention, which cannot be ascribed to defects in the locomotive power; as, for instance, the interruptions occasioned by the breaking down of waggons and overtaking heavy traffic, delays at stations, &c. The particulars of each case are furnished you in the daily returns which are made to you by your own servants, which it is our wish should be as complete and explanatory as possible. I fear, however, that such voluminous reports as they would be, if every occurrence were fully detailed, would lead to no practical beneficial result. But I am specially instructed to assure the Post-office authorities, that no expense or exertions shall be spared on the part of the Railway Company to insure regularity in the transmission of the mail-trains. The directors, as is well known, have been disappointed by the engine builders who contracted to supply them with locomotive power, the ill effects of which they have never ceased to feel since the opening of the road. They ordered, however, some months ago, a full complement of engines, which will be in course of delivery in a week or two; and, if the promises of the builders can be relied upon, we shall be supplied with a succession at short intervals. With this accession of power, and with the experience which we have gained in the last few months, we are sanguine in the expectation of being able to obviate many of the grounds of complaint, or at least to reduce the number to such as are peculiar and incidental to railway travelling. In the meantime, we hope for the same indulgence which is usually shown in cases of a like nature, where the breach of the contract is not attributable to any inattention or wilful neglect." We accepted that apology; in point of fact, we knew we had no remedy against them if we had prosecuted them for the payment, and had then gone to them again to make a fresh contract on the opening of the London and Birmingham Railway: in case of their refusing to make any contract we were totally at their mercy. We had no mails and no post-horses; in all probability, and merely for the exercise of this power to remedy a few irregularities, at present very inconvenient but temporary, we might have sacrificed the transmission of the mails for months.

1159. To what do you attribute the irregularity which took place in the service of the Post-office, in the railway?—I have heard frequently that it is the want of power, but it is impossible for us to say that it is so.

1160. Are you satisfied that the irregularities which take place there, take place in consequence of want of care and attention on the part of the company?—That it is impossible to say.

1161. Have you reason to believe it was caused by overloading the trains?—I have heard they have done so on many occasions, but it is perfectly impossible for me to prove it.

1162. Did not the Post-office take means to ascertain from competent persons whether that was or was not the case?—How could they ascertain it; nobody but the engineer examining the engine could ascertain it.

1163. Mr. *Loch.*] Have they not added more carriages to the trains at Birmingham than the Post-office officers thought they ought?—They say they have not.

1164. Have they not done it in opposition to the representation of the Post-office officers?—I do not know what the Post-office officer has represented, but if he

he has represented to the resident engineer, or whoever is in authority, that they were going to put more carriages than he thought the engines could carry, and the engineer said, "No, you are totally wrong, this engine can carry double," I suppose the company would have taken the opinion of their engineer, who was responsible.

1165. Supposing a remonstrance made on the part of the Post-office, that the mail arrives at Liverpool too late; is it the necessary conclusion that the train was overloaded, notwithstanding the remonstrance of the Post-office?—No; it may have been the want of water or slippery rails; the guard assigns all these upon his time-bill, but we cannot tell whether it is the fact or not. Mr. Louis made a complaint, dated 5th of February 1838:—"Sir, It is my imperative duty to bring distinctly before you the great loss of time which has occurred on the railway. I have for many reasons deferred noticing lately the great losses in this respect, as I have been led to believe some new arrangements were about being made to remedy the evils which arise to the public. The reports enclosed seem to be caused by generally too heavy trains being sent for the power of the engine. I take leave to request that the directors' notice may be specially directed to this circumstance, for, after the contract entered into by the chairman, the Postmaster-general was entitled to expect that they would not on any account admit delay from such a cause as this." This was the answer, dated the 14th of February, from the secretary of the railway to the complaint of Mr. Louis:—"Sir, The subject of your letter of the 5th has had the best consideration of the directors, whose attention is continually and anxiously given to increase the regularity of the transit, which, they are glad to say, has improved during the past week, and trust will continue, except in cases of inevitable accident, such as the utmost precaution cannot always obviate. On the subject of one alleged cause, namely, the heavy trains, they have directed Mr. Allcard, the resident engineer, to make a report, a copy of which I beg leave to enclose." Then that is in these terms:—"Dear Sir, I beg to return you the extracts from the Post-office time-bill, which I should have done sooner, but was not able to obtain the requisite information concerning the loads, where the remark 'heavy train' occurs. Our engines between Manchester and Warrington are never loaded to nearly their power. On the occasion alluded to, in one instance there were ten carriages attached, in other cases not so many: indeed, I may safely say that we never send more than ten. The principal cause has been the coke, which during the frost we have been glad to get how and where we could, and a great deal of very inferior quality has been used." That only shows how impossible it is for the guards to come to any conclusion upon the fact.

1166. Is it, or not, the fact, that the Post-office officers, at Birmingham, as well as other stations, have frequently, of late, since they began to carry goods, remonstrated with the local engineer as to putting on carriages with goods, in addition to the carriages carrying travellers, he being of opinion beforehand that there would be an irregularity in their arrival?—I really do not know; Mr. Louis can speak to that point, probably; that would not come to me, except in the case of a great irregularity or complaint.

1167. Mr. *Easthope*.] What are the qualifications of the person stationed by the Post-office to judge of the cause of the delay; how far may his remonstrance be considered entitled to attention from his representations?—He is merely a common guard, at 100 *l*. a year.

1168. Mr. *Wallace*.] When formerly examined upon this subject, this question was put to you, "Can you account for the frequent delays upon the road?" the reply was, "I cannot; the engine-men only are competent to do so;" the question then was put, "Have the Post-office employed any skilful person to make a report upon that?" Have the Post-office done so?—We have not.

1169. Mr. *Hutton*.] Would there be any difficulty in the Post-office having a series of questions upon their way-bill, answers to which might be put by the guard, the name of the engine employed, the number of carriages attached, the number of waggons attached, whether any complaint of coke, whether any delay with respect to water?—I conceive those questions might be answered; but I doubt very much whether we could depend upon the accuracy of the guard, in answering so many questions, in dark nights, or snowy, and the guard occupied with his bags, which in the intermediate trains are very numerous, amounting to nearly a thousand a day; I think he might be obstructed in his duty of delivering the bags by having to make all those observations upon the time-bill.

1170. Mr. *Greene*.] Does not he, at the present moment, make the best obser-

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vation he can as to the causes of delay?—He states, generally, roughly what he considers to be the causes of delay; but which, in point of fact, may not have been the causes. I conceive the best way is to tie them down by a penalty to be regular; and, if they are frequently irregular, to call upon them for the penalty.

1171. Mr. *Wallace*.] Are the agents on the railway selected on account of their knowledge of engineering?—Not at all.

1172. Would it be advisable to take guards from that portion of the public acquainted with engineering, as guards are taken from all other professions?—We are obliged to dispose of the establishment thrown upon our hands by the abolition of mails; it would be endless expense if we had to pension those guards, and take up others.

1173. Is it the practice to give guards, who are able-bodied men, and whose services are no longer required, pensions?—Of course we should if we turned them about their business, after a certain number of years' service; but it is infinitely wiser to absorb them into the establishment, and to make their services useful.

1174. Would it not be wise to employ a person whose profession enabled him to judge of what he was engaged in, and would it not be more economical than employing ignorant men?—I do not see what result could be gained by engaging such competent persons. When we get a contract with those railways, we shall see whether they are regular or not; if they are irregular we shall then come upon them for the penalty of the contract; and that will be an infinitely easier and more obvious way of remedying the difficulty, than paying highly for scientific attainments, when, after all, we do not find we can remedy the inconvenience by means of a money payment.

1175. Mr. *Hutton*.] The Post-office having no means of enforcing their contract at present, did it not appear a natural arrangement that, not having those means, they should be able, through their own officers, to have such evidence as would enable them to insure the fulfilment of the agreement?—The Honourable Member, I think, loses sight of the point, that this is a mere temporary arrangement till the London and Birmingham Railway opens, which, in all probability, it will in the course of a month, when we hope to bind them by a regular contract, provided they are ready to enter into contract with us; which, perhaps, they will not, unless the Legislature passes a Bill; we are at present in the situation of losing the mails, and not being able to compel the railroads to take our mails, therefore every arrangement we make is temporary, and must be considered as of a temporary nature.

1176. Mr. *Wallace*.] Would it not be a great advantage in making your contract to have the best possible information in the Post-office department, to be included in those contracts?—Of course it would.

1177. Can that be obtained in any way so well as from persons cognizant of engineering?—Of course, an engineer must be infinitely the best judge of all those matters.

1178. And a scientific person acquainted with those matters, were he to be employed, might give a great deal of information to the Post-office department?—Of course, he might; but it would be a question whether the Treasury would allow us to have such person employed in such capacity.

1179. Mr. *Greene*.] He must be altogether independent of the guard, the guard's duties being of a different nature, must he not?—No; I think if an engineer were appointed a guard, the engineer might perform the guard's duty, for we take a man from the plough-tail and make him a guard.

1180. Has he not other duties to perform; if he sorts bags, and is generally shut up in the duties of the Post-office, how would it be possible for him to give that information?—He can only look out from time to time and get information in the best way he can collect it.

1181. Mr. *Easthope*.] Do you think the possession of those high qualities of science that an engineer of any consideration possesses are compatible with the ordinary employment of a guard; would a man competent to those duties long continue your guard?—Of course, if a man had any high qualifications he would not consent to receive only a guard's wages; but I take it, the guard, the person who has been referred to, was an engineer of steam-vessels.

1182. Mr. *Wallace*.] Have the Treasury thrown any obstacle in the way of employing such persons?—We have never submitted it; we did not think it necessary.

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1183. *Chairman.*] Have you any further statement to make?—Yes; one mail has been burnt in consequence of a defective engine; this is a report from the two clerks who were employed in the Travelling-office:—"Birmingham, 16th February 1838. Sir, It becomes our painful duty to report a circumstance which occurred this morning connected with the railway, from which we apprehend great inconvenience, and perhaps serious results, may arise to that portion of the public interested in the communication with Carlisle. The London mail for Liverpool arrived at 7.15. A.M., and was duly forwarded by the first railway-train. The Manchester was not received till 7.45, when it brought, in addition to its own, the bags usually carried by the Carlisle mail, which had been upset near Daventry, and was unable to proceed to its destination. In order that these very important mails might not be unnecessarily detained, we procured an express engine, and having, as is customary in such cases, fastened those for Manchester and the North on a larry between the engine and the Post-office, they being too bulky to travel in the latter, we departed at 8.10, without waiting further for the Bristol mail, and proceeded to perform the duties in the office till the progress of the train was suddenly checked near Whitmore; and, on inquiry as to the cause, were informed that the fire-bars of the engine had been burnt through, and a delay of half an hour, to make a temporary repair, was the consequence. On our arrival at the next station, Crewe, we were much alarmed at the intelligence received from the engineer, that one of the bags on the larry, which proved to be the Carlisle, was on fire: we immediately hastened to extinguish it, which was done very promptly, there being, fortunately, plenty of water at hand. On examining further, we regret to add that we discovered the letters and newspapers were much burnt and defaced; the bags in the Carlisle escaped, if we except the Brampton, which was very slightly damaged. Having wrapt the letters carefully in paper, and replaced them in the two bags, we proceeded to Warrington, whence we forwarded them in the regular course at 12.50. P.M. The cause of this serious accident can only be attributed to the insecure state of the engine, the fire-bars of which being burnt, allowed the red-hot cinders to escape in all directions, and two, unfortunately, lodged on the bag in question, and, had it not been discovered thus early, there is every probability that the whole would have been consumed. We would beg to observe, that the engine was in such a state of inefficiency that we were detained at four different parts of the journey, and at last were obliged to let all the water out of the cistern, into which the tender-man descended to examine into the cause of the stoppage, of which we were kept in perfect ignorance. The guard, Powell, who was attending to his regular duty in the office, took charge of the bags, Prescot and road-bags for Liverpool, and stated to us on his return, that, between Warrington and Liverpool, the fire and grate of the engine gave way and were precipitated to the ground, and nearly caused the train being turned off the tram: they were, however, pushed forward by a train which overtook them, and the arrival did not take place till 2.20. P.M. Having now briefly and hurriedly stated the particulars of this unfortunate affair, we would humbly submit the case to your consideration, and trust that our conduct in forwarding the damaged letters will meet with your approbation. We are, sir, your most obedient humble servants, *Fredk. W. Karstadt, W. Mellush.*" We have called upon the directors for explanation as to that, but have not yet received their answer.

1184. Mr. *Wallace.*] You have stated that the present agreement for conveying the mails between Birmingham, Liverpool, and Manchester, imposes a penalty of 500 *l.*?—It does.

1185. In what manner would the 500 *l.* be recoverable?—The agreement binds the railroad directors to enter into a contract, the penalty for the breach of which shall be 500 *l.*; but being an agreement, the solicitor tells me we cannot enforce the penalty under that agreement: we cannot enforce the penalty unless we have a contract complete. We could only go to a court of common law for a breach of covenant, and maintain an action for damages against them.

1186. By a contract which has been given in, it appears that 500 *l.* a year is the amount of the penalty agreed on?—No; it is only a penalty of 500 *l.* if they are not regular; I presume they may be sued for each offence.

1187. Mr. *Greene.*] The proposed contract would be made in the same terms as the old mail-coach contracts?—It would be of course subject to the conditions the contractor might think fit to impose; that would be a subject of very mature consideration.

1188. *Chairman.*] Since your last examination before this Committee, have you

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you had any further communications with the London and Birmingham Railway Company?—Yes; I have not myself officially. Mr. Louis has chiefly had the communications; but I have had a good deal of correspondence with the chairman, Mr. Glyn, who is a private friend of mine, and after pressing them repeatedly to give us a time-bill, and to name their times, and pointing out to them the times which would permanently suit us, after the whole line should be permanently opened, which I submitted to the Postmaster-general, and which he approved, would be 8 A.M., 11 A.M., 3 P.M. and 8 P.M., and half an hour later from the railway station; that those would be the hours that would best suit our convenience; after pressing a good deal upon the subject, I got an official letter from the secretary to the board, stating that the directors would adopt our hours; but that with regard to night-trains they must decline for the present running them at all; they subsequently, however, modified this determination of not running night-trains, and wished the question should remain open. A short time ago, to my great astonishment, I got a long time-bill from the chairman of the Birmingham Railway Company, stating that they had fixed certain times, some of which were different altogether from those which the Post-office had mentioned to them, which we understood they were prepared to adopt; and, with regard to the night-train, they stated that they would furnish us a night-train at half-past eight, but that they must decline carrying passengers altogether by that. In consequence of this some correspondence passed between us, and there is now a letter of remonstrance from Mr. Louis on the subject lying before them, to which we have yet had no answer, but I begged they would tell me what terms they asked. This proposition, however, will have this effect as regards the Post-office, I allude particularly to that which will furnish us a night-train without passengers, that will put us to a most enormous expense in carrying the mails, and for this reason: the Committee are aware that the mails are now carried cheaply by a certain portion of mail-coaches being given up for the mail, the rest being appropriated to passengers and their luggage; but, in point of fact, the result of this arrangement is, that the passengers and their luggage are the persons who nearly pay the whole expense of the transmission of the mail; the consequence therefore of not carrying passengers would be, first, a very heavy expense on the railroad in their terms down to Birmingham, inasmuch as the mail itself must pay the whole cost of transmission by railroad to Birmingham; next, as there would be no passengers carried by the railroad to feed the Birmingham and Liverpool and Manchester train on the Grand Junction, there would be a most heavy expense from Birmingham to Liverpool and Manchester; and next, again, as the two mail-coaches which start to Edinburgh and Glasgow are fed by the Grand Junction and London and Birmingham trains by passengers, which come down by them, we should have to maintain those coaches without passengers all the way to Edinburgh and Glasgow at an enormous cost. In addition to this serious consequence to the Post-office, the directors have fixed upon a despatch from London at half-past six as far as Denbigh-hall, and as the coachmasters have, as I understand, expressed their determination of starting coaches to the north-east from Denbigh-hall on the arrival of those trains, the consequence would be that all the mails to the north-east would also be deprived of their passengers, so that in all probability we should lose the Leeds, the Halifax, the Hull, and, perhaps, the York; in point of fact, we cannot tell what would be the consequence in point of expense to the Post-office of carrying such determination into execution.

1189. Was the refusal of the company to carry passengers by night-trains absolute, or did it depend upon your refusal to comply with the terms which they demanded?—At present we know nothing at all about terms; we have not entered at all into the subject of terms, but the ground of their refusal to carry passengers at night is the want of safety to the passengers; but if they can carry their own engineer safely, and also the Post-office guard and clerk safely, I do not see why they cannot equally safely carry passengers; besides that, they will be actually travelling over the ground, because, as Mr. Louis has very properly suggested in his letter, if they cannot carry us all the way to Birmingham at night, starting at half-past eight, which hour we are very anxious to maintain on account of the public convenience, they could carry the mail as far as Denbigh-hall, then we could start a mail on from Denbigh-hall to Birmingham without putting it on the railway from Rugby to Birmingham; and if they were to accede to that, the mail-coach train, which started at half-past eight at night, would arrive at Denbigh-hall about 20 or 25 minutes past 11, and would be actually running over that railroad

railroad only an hour after their own train, which starts at three o'clock from Birmingham, and which does not get into London until half-past ten, so that the railroad will not be occupied by the mail-coach train running to Denbigh-hall for an hour longer than the railway now is for their own purposes of carrying passengers for their own benefit and emolument; added to which, in the long dark nights, they would be running nearly as much in the dark by their own train as they will by a mail-coach train, which starts at half-past eight, so that we cannot quite see the reason of their adopting such a proceeding, if, indeed, safety is their only object.

1190. Mr. *Easthope.*] Did they state anything about its requiring two sets of police officers?—No; the only reason hitherto furnished us is the danger of the embankments subsiding, and the necessity of watching them to provide against any accident which might happen by the subsiding of the embankment.

1191. *Chairman.*] If the difficulty rested upon the necessity of employing another set of police, that would be merely a question of expense?—Just so; but hitherto there has been no question of money, all we are at issue upon is the question of time.

1192. Mr. *Wallace.*] Are you to be understood that the chairman of the Birmingham Railway Company considers the train proposed to be sent at half-past eight as the only night-train?—I presume so; their train which comes at half-past ten into London starts at four o'clock from Birmingham, and I suppose they would call that a day-train.

1193. Mr. *Greene.*] In coming into London would not the mails arrive at an early hour in the morning?—They propose to bring the mail back, but equally without passengers.

1194. Are you prepared to state the provisions which it would be desirable for Parliament to introduce into any Act to be made to enable you to do justice to the public in your arrangements with those companies?—I believe I can add nothing to that I have already communicated to the Chairman, that I think the Post-office should have very strong powers, should have power to demand nearly what it pleased, but on condition of paying liberally for what it asked.

1195. Mr. *Easthope.*] In what form would you provide for the adjudication?—It was proposed that that should be settled by arbitration; it would be a very important matter to select persons to arbitrate, and I should feel a great responsibility in selecting an engineer who might be completely under the control of the public.

1196. Mr. *Wallace.*] After the frequent delays and conduct altogether of the Grand Junction Railway Company, as regards the Post-office, are you prepared to advise the employing the London and Birmingham Railway in its present unfinished state?—The Honourable Member will see we are completely in the power of the railway; as I was just stating the railway had much better not run night-trains at all than run them without passengers, for the moment the railway begins to run those trains, that instant the horse-coaches drop; and that will be our difficulty, that the dropping of the mail-coaches and the opening of the railroad will be simultaneous; it depends upon the railroad whether they will knock up our coaches the moment they begin to run at half-past six, starting at which hour they will reach Denbigh-hall at about half-past nine; if the coachmaster chooses to put on coaches at Denbigh-hall that would utterly ruin the mails, and we should be obliged to post, if we could get post-horses, after the railway opens.

1197. In the event of its proving that mail-coaches cannot be maintained by the Post-office, would the Post-office still adhere to the hour of eight or half-past sending away their evening-train, or would they accommodate themselves to circumstances; they cannot control and send away the mail at half-past six?—If it were a matter of necessity we must bend to necessity, but I should very much deprecate an alteration of the time of sending off the mails, as a very serious privation of the privilege enjoyed; now letters leave the House of Commons as late as seven o'clock; suppose letters were to go out at half-past six, they must leave the House of Commons at half-past five; at present it is very difficult to sort the letters coming from the House of Commons so late as seven.

1198. You are understood to say that very shortly the Post-office will be entirely in the power of the railway company?—They are now.

1199. Will the Post-office submit to that control, or adapt itself to what it cannot control by altering the hour of sending away the evening-mail?—It being absolutely necessary to submit, submit we must, unless Parliament thinks fit to give us a bill with powers, which I think it ought immediately.

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1200. You have stated, in general terms, your opinion as to these powers, but not particularly?—I have drawn up a memorandum of what I consider absolutely necessary. With respect to the powers required, we are of opinion that we should have the power of demanding special trains for the Post-office service at such times as the Postmaster-general should fix, and that the Postmaster-general should fix the nature of the service, and all the conditions of the service except the price, the price to be settled by arbitration, and the arbitration to relate to nothing but the price; the result of that would be, if we called upon them to perform very unreasonable conditions, we should have to pay for those unreasonable conditions in the increased price to the railroad proprietors. With regard to ordinary trains, we are of opinion that we ought to be able to carry our guard and bags by them at a low price, which need not be fixed by arbitration; I think the price might be fixed for the ordinary trains on general principles; by ordinary trains, I mean those trains which the railroad has started for its own purposes, and which it finds profitable to run; if the Post-office finds it convenient to employ such trains, I should say that the railroad ought to convey the guard and the bags at a low price, and that the railway ought not to be permitted to change those times which the railway itself should have fixed, without due notice to the Post-office, to enable them to make other arrangements; those were simply the two provisions which would form the basis of any bill which I think should be introduced, arbitration for special service, and a low fixed price for those trains which the railway would run, whether the Post-office employ them or not.

1201. Mr. *Hutton.*] Is the arbitration you propose to affect only the price of carrying the mails?—The price would include, of course, the performance of the whole service. Supposing one of the conditions for a special train required by the Post-office was, that the railway should furnish a travelling-office for the clerks, properly fitted up; if we were not despotic as to the conditions, the railway company might say we will carry your bags, but we will give you no travelling-office; it is necessary the Post-office should have power to call upon the railway company to furnish a travelling-office; but then the railway might and would say, It is very true you have called upon us to furnish a travelling-office, but you must pay us a reasonable price for the expense to which we have been put. The arbitration would be upon the price alone that would be necessary for the company to furnish the travelling-office; the price awarded would be accordingly. Then, again, another instance I may give. It was reported to me, at one time, that though the railway company would allow us to run trains at night, they would not watch the road, which might be absolutely necessary, by taking the powers that I should propose the Post-office to have. In the Railway Bill, the Post-office would have the power of compelling the railway directors to watch the road, the arbitrator allowing the company a compensation in point of price for the service performed; but the Honourable Member will see that, unless we reserved to ourselves this power, the railway directors, by refusing to us any one of those conditions, would frustrate the whole of the arrangement.

1202. Is it not understood that the Post-office should have the power, in such a bill, to enforce with the night-trains the carrying of passengers, as unless there be such power, such a price might be put on the carrying passengers as would frustrate the arrangement?—I think that should be one of the articles of arbitration. I think they should be obliged to carry passengers; if they were obliged to carry the mails to the north without passengers, and if we were obliged to post it, instead of the present mails carrying them to the north, there would be a great additional expense. The mails, at present filled with passengers, cost us about 2,400 *l.*; that arrangement would cost about 22,000 *l.* each mail; added to which, I take it the railway, if it carried no passengers, would make a demand for a special train; the charge for a special train to the Post-office would be 10 *l.* a train, that at 40 *l.* a day would be 12,000 *l.* a y ear.

1203. Mr. *Easthope.*] Provided the railway companies that are now in operation would come into a general agreement to refer all questions of disputes between you to arbitration, and they could be settled by compromise between you, do you not think that there would be some considerable convenience both to the public and to the railroad companies from deferring any positive legislation until both parties have acquired more practical information as to the whole question?—I think the bill would answer all the Honourable Member's object; an agreement, if it were stringent, would be, in point of fact, as good as an Act of Parliament; but to be

stringent

stringent on all the parties, I apprehend nothing but an Act of Parliament would accomplish the object.

1204. If the railway companies were ready to say on all questions in dispute, until practice has taught both parties their capacities and deficiencies, we are willing to leave it to arbitration, do you not think that in the course of 12 months, or a shorter period, we shall be in a condition to acquire more information as to the course in which it will be expedient to legislate?—I have a very strong opinion upon the subject; the more I see of railways the more I am convinced it is absolutely necessary to pass a bill instantly, for those bodies are so powerful that the time may come when the Post-office service may be stopped entirely, unless we have the means of controlling them in some way, and that if the bill is not got quickly it never will be got.

1205. Do you not think that if the railway companies were to set themselves up, having no fair regard to the public convenience, the public would be always stronger than those companies, and that the Post-office would be always able to prevail upon the Legislature to give them such powers as were requisite?—I do not believe the public would be able to convince them of that, except by the mails being absolutely stopped; some conclusive fact of that nature which would not admit of their entertaining any doubt, and to that I do not think it desirable to come.

1206. Mr. *Wallace.*] Would it not greatly facilitate the probability of contractors appearing to do the work for the Post-office on railroads if an Act of Parliament were passed clearly fixing the rights of the parties?—I should think that would facilitate it; but, as far as my own opinion goes, now the railroad is a perfect monopoly, it is quite idle to talk of contractors executing any service, except the railroad contractors. That is my strong impression; I may be wrong in it. Were a bill introduced it might be very expedient to introduce a power for the Postmaster-general to make use of all the railroad implements, and engines, and workshops, and to have full power to pass over the railroad premises, and to use their servants; and even then, with all these facilities, I take it the railroad company might throw such impediments in the way of the service, that it would be very difficult to carry it on; but without such power I do not apprehend it would be possible for the Post-office to carry on the service.

1207. Mr. *Easthope.*] Do you think any compulsory power given to the Post-office would be effective for district contractors to do your business on the railroad without interfering with the public convenience, by taking the management out of the hands of the directors of the railroad; if you had the power to raise up other contractors, do you not think that would so interfere with the management of the railroad as to endanger the proper conducting of the railroad?—I think it would be exceedingly difficult; the trains would be clashing; the different sets of trains throwing beams down perhaps. Any competition would be highly dangerous, and very likely lives might be sacrificed through the zeal of servants wishing to throw impediments in the way of one proprietor's carriages and to facilitate others; and all those circumstances which we see occur every day in the competition of stage-coaches would of course take place in the competition on railroads.

1208. Mr. *Wallace.*] Have any of those occurrences taken place where competition is now in practice between Liverpool and Manchester?—I am not aware of that.

1209. Were the Post-office prepared to recommend heads for a bill to be brought into Parliament to abandon the principle of mails passing entirely free of toll on railways?—I think in the conditions we submitted for a bill, which was a bill giving us very small powers, we proposed that the guard and bags should not pay toll.

1210. Has the department seen any reason to place the roads made of iron on a different footing from roads made of gravel?—Indeed, I do not know; that is a question I cannot answer; that is a question rather for the Legislature; the public pays eventually, and the question is whether you should throw it on one department or another.

1211. When is it expected the communications by railway will be opened upon the London and Birmingham line?—I have been told within three weeks after the breaking up of the frost.

1212. Mr. *Easthope.*] That is opened to Denbigh-hall, and from Rugby to Birmingham?—Yes; with 40 miles interval.

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1213. Mr. *Wallace.*] Which communication they propose to make up with coaches and carriages of various descriptions?—Yes.

1214. Do they propose to take on the mails by some of those carriages?—Yes, they do.

1215. When the terms of the contract shall be entered into, those terms will include the conveyance of the mails along the common road, and then the railway until it reaches Birmingham?—I should think so; what the nature of the contract may be I cannot possibly say till we know the terms.

1216. Will the Post-office department agree to entering on that railway service previous to having made a contract?—I do not know; we may be forced to do so. I have already stated that the difficulty of the Post-office is, that directly the railway opens the mail-coaches do not go except at a very high price, which we have the got the authority of the Treasury to pay, but only in case of emergency. We may be forced to employ the London and Birmingham Railway in the same way as we have employed the Grand Junction, on a similar agreement with Mr. Louis, if we can agree on the terms of the contract.

1217. Then by either a contract or agreement the service will be conducted in that mode?—We shall try to secure ourselves against an interruption of the service; but whether we shall employ mails on the railroad is that on which we cannot at present come to a determination, and from that source arises our difficulty; whether we try the railroad or continue our mails until we see how the railroad service is performed; but the difficulty arises from the mails withdrawing their accommodation immediately on the opening of the railway.

1218. Would it not be desirable to continue to employ the mail-coaches until they are abandoned by the passengers?—The Post-office had the other day a notice from nine mails to quit on the 1st of March, and we have been forced to get them to continue them on, on short notices; a month's notice some, and some a fortnight's, till the railroad opens; directly the railroad opens we shall receive notice from them that they will not continue them any longer.

1219. Unless at a great price?—Perhaps they will not go at any price short of the whole expense.

1220. Were any other terms proposed to those parties than the terms under which they at present run?—We have got them to continue until the railroad opens, and we have got power to negotiate with them on higher terms if necessary.

1221. Will it be desirable to ascertain the terms on which they will continue in case of necessity?—We are now in the course of ascertaining those terms on which they will continue after the railroad opens.

1222. It will be in the power of the Post-office department to lay before Parliament positive information to what amount the expense would be increased by carrying the mails after the railroad opens?—Provided we employ them, which we certainly should not, except in case of absolute necessity; if the London and Birmingham Railway will come into any terms which we think reasonable, we shall certainly not deprive the public of the accommodation they will derive from an acceleration of the mails several hours earlier to the extremity of the empire.

1223. Would Parliament have practical information, or only the opinion of the department?—Unless we actually employ them, it will be impossible for us to give more than an opinion; if we employ them, which we must, in case of necessity, we can tell how many passengers go by them, and how many by the Birmingham Railway; my opinion is, that, for some time, passengers will prefer proceeding by mail-coaches at night, rather than partly by railroad and then partly by coach to Birmingham; for some time, I think the mails might be kept up at no great expense to the Post-office, provided the contractors can be kept in good humour, and they will go with us in keeping them up; my own opinion is, that, in providing for the mails for a certain time, the Post-office would not be at a great expense for two or three months.

1224. Even if it should increase the expense, would it not be better to show the practicability of the experiment, rather than to alter the mode of the communication for two or three months?—I do not see why the Post-office should continue the old mode three months longer than is necessary; I conceive the Post-office would not be justified in not giving the public the quickest possible mode of conveying the mails; time is everything to us, it is clearly the duty of the Post-office to adopt the speediest conveyance.

1225. Is it not the duty of the Post-office to ascertain what the cost would be by

by railway and by the common road?—Not if it sacrifices the interest of the public to do so. Colonel *Maberly.*

1226. You think that the public would continue to go by mails for a considerable time?—I think they would if they were continued. 20 February 1838.

1227. Mr. *Easthope.*] You feel that there is great uncertainty about it?—We cannot tell how we stand at this moment; it all depends upon the London and Birmingham Railroad Company; if they give us good terms, and will carry passengers for us by their night-trains, we shall most certainly employ them; if they do not give us good terms, and will not carry passengers at night, it will be for the Treasury to decide whether they shall take the Birmingham and London Railway, with the necessary expense of running the mails on from Warrington to Edinburgh and Carlisle, without passengers, or whether they shall keep up the mails which run from London, though they will not get down so quickly to their journey's end. Whether, on the ground of economy, upon the whole, it will be quite justifiable for the Treasury to employ the mails.

1228. Whether it would be very expensive or not, depends upon whether passengers would continue to go by mail-coaches?—Yes.

1229. And no one can be a judge of that until he sees the practical accommodation afforded by the railroad?—Certainly not.

1230. *Chairman.*] Supposing the letters were carried by stage-coaches while the railroad was open, do you not think there would be a great risk of the smuggling of letters being carried on by the use of the railroad, whereby several hours would be saved?—I think so; certainly, our object in employing the Grand Junction the moment it was opened was, that we were afraid of the smuggling of letters; we gave four communications a day, and sent the mail by it the first day after it opened; and we shall adopt the same practice on the London and Birmingham Railroad, if we can possibly manage it; unless we can give the public a greater accommodation for their letters, the smugglers will beat us out, and take away our whole revenue.

Martis, 27° die Februarii, 1838.

MEMBERS PRESENT.

Mr. Easthope.	Viscount Lowther.
Mr. Gillon.	Lord Sandon.
Mr. Greene	Lord Seymour.
Mr. Hutton.	Mr. Wallace.
Mr. Labouchere.	

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

George Carr Glyn, Esq., called in; and Examined.

1231. *Chairman.*] YOU are the Chairman of the Board of Directors of the Birmingham Railway Company?—I am. *G. C. Glyn*, Esq. 27 February 1838.

1232. Are you, in that capacity, cognizant of the communications which have taken place between the Post-office and the company?—I am.

1233. Did you attend a meeting which took place lately at Birmingham?—I did, last week.

1234. Have the goodness to state to the Committee what resolutions were come to?—A resolution was proposed by Mr. Sturge, one of the directors, prohibiting altogether travelling on the Sunday; that was negatived by a majority of two to one, and an amendment proposed by another director, limiting the use of the railway to all necessary travelling on that day, and that to be defined by the directors themselves.

1235. What do you suppose is understood by necessary travelling?—Anything that was called for by public necessity or public service; the words "public necessity" I think are used in the resolution.

1236. You would probably understand that the service of the Post-office was included in the term necessary travelling?—Certainly.

1237. You do not believe, therefore, that, on the part of the company, there would

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would be any objection to such transmission of the mails on the Sunday as should be necessary for the General Post-office communication of the country? —I conceive not; I am not aware whether the question refers to that which is now done, or to that which may be proposed.

1238. The question refers to the communication by railway necessary for the due transmission of the correspondence of the country?—I am not aware that it would interfere with that.

1239. Do you think it would be unreasonable to leave the Post-office to be the judges of what was such necessity, and to call upon the company to engage to carry letters on the Sunday in such manner as the Post-office should direct? —I think there might be some doubt upon that, whether we should be obliged to make our train convenient to the Post-office without reference to our duty to the public also; I mean public passengers when I say the public.

1240. Do you mean to put it on a question of expense?—I combine the two; but it is a question of expense more than anything.

1241. The question supposes that the company were amply and properly remunerated for any service demanded of them on the part of the public by the Post-office?—Suppose they wanted to start an engine themselves, there would be difficulty in the directors allowing an engine to run at any hour to suit the convenience of the Post-office, without reference also to the appointed passenger trains.

1242. Lord *Seymour.*] The Post-office would in that case have to pay the whole expense?—In that case the Post-office would have to pay the whole expense.

1243. *Chairman.*] Do you think it would be unreasonable to require from the company themselves to furnish a carriage to carry the mails, instead of throwing it upon the Post-office to do so?—Provided we are paid for it.

1244. Mr. *Wallace.*] Why detach passengers from the Post-office engine?—Because it does not follow that the hour which suits the Post-office will suit the public passengers; some of the demands which have been sent to us from the Post-office we do not find to be convenient to the public.

1245. Suppose the Post-office wished to take a train of carriages with passengers with their engine, are the Committee to understand that that would not be permitted?—We do not wish the Post-office to have a train for passengers, unless under the control of the directors themselves.

1246. Have they not a right to do so now according to the Act?—They have a right to run an engine; any individual has a right to run an engine, subject to the control of the directors; when I say the control, that control applies not to the road itself, but to the use of our stations, and so forth.

1247. *Chairman.*] Do you think it likely that individuals unconnected with the company will run engines upon the railroad?—I do not; I think other companies may, but I do not think it will answer the purpose of individuals to do it.

1248. You think that other companies will act as carriers on your railroad? —I think that probable.

1249. Mr. *Wallace.*] What distinction do you draw between individuals and companies?—It would answer the purpose of the companies when it would not answer the purpose of individuals, as one would be in possession of the requisites for the performance of the public service, but they would not have the use of our stations.

1250. Then, without the permission to use your stations, the company have a complete preventive monopoly against any individual?—Certainly; he must find stations for himself.

1251. And that he may do under your Act?—No, he cannot do it under our Act; it must be a matter of private agreement for the purchase of land.

1252. Mr. *Easthope.*] There is no reason why an individual or a company may not erect stations if they can purchase the land?—Just so; they have the power by private agreement.

1253. You proceed under your Act, and take ground for your stations, but it must be with individuals the result of private agreement?—Yes.

1254. Mr. *Wallace.*] Is there anything in the Act giving power or permission to other persons to take ground, for the purpose of stations along your railway?—No, there is not.

1255. Is it considered that it would be reasonable or unreasonable to the public

public that such power should be given by an Act of Parliament?—I think it would be unreasonable towards the company, until a little more experience was had as to the result and motive for competition.

1256. Would it be inconvenient for the public?—It would be a very great inconvenience to the company.

1257. Have the goodness to explain the reasons for that opinion?—The difficulty would be in the arrangements of police, and of the officers necessary for the preservation and watching of the railway, requiring more management, and more care and precaution, than any other mode of conveyance that has ever yet been conceived or thought of; for instance, the very fact of an irregularity in any one single train will at once disturb the whole of the arrangement for many hours following; it will be impossible, I think, to prevent the occurrence of daily accidents; we see the occurrence of many accidents now without that.

1258. Is it not probable that accidents occur more from the novelty of the undertaking, persons being unacquainted with it, than from the difficulty of arrangement?—Accidents have already occurred on the Liverpool and Manchester line, which is the line of the greatest experience, from the fact of there being two companies running together on that line, the Grand Junction and the Liverpool and Manchester.

1259. It is to be understood, that you conceive that one company only can with safety use a railway?—For purposes of safety it would be better it should be confined to one company; I had rather have two companies than individuals and a company working on the same railway.

1260. Mr. *Easthope.*] Are you to be understood that your great objection, either to the Post-office or any other party dividing the control of the railway, is that the public would be endangered, and that public convenience would be interrupted?—Most certainly.

1261. That you could not effectually control all the arrangements of the railway, and prevent accidents, if there was more than one control?—Just so.

1262. Mr. *Greene.*] What is your objection to the mail-train taking passengers; you state that there would be no objection on the part of the directors to allow the Post-office to take a carriage with letters only, but there would be an objection on the part of the directors to their taking passengers also on the Sunday?—The objection we should feel is this: it is our intention to run certain trains on the Sunday, for the public convenience on that day; and if we were to have a train of passengers likewise sent off by the Post-office on that day, it will be necessary for us to make completely new arrangements as to all our servants and clerks, and everything else of that description.

1263. *Chairman.*] If the Post-office were compelled by your arrangement to send an engine with the letters, and without passengers, would it not entail an enormous expense upon that department?—I have not the means of calculating the expense, but it would certainly be considerable.

1264. Mr. *Wallace.*] Do you propose to accommodate the public to their utmost demand of conveyance along the railway on Sundays?—That is a question not discussed by the directors, but it is left perfectly open by the general meeting of the proprietors; I am not aware that it is intended to control the necessary supply for the conveyance of passengers down and up again on the Sunday.

1265. Or to stop at any part of the way and return?—No, certainly not.

1266. Mr. *Easthope.*] Is it your individual opinion, that, in that case, the public should be left to judge of the propriety of that question without legislative prohibition, or without a prohibition in any way by a bye-law of the directors?—I feel that whatever a man's opinions may be as to the propriety of Sunday travelling, as to the railways, he has no right to permit them to interfere with the general question of public convenience; the public have given a great power to railway companies, and they are bound to exercise that power for the general convenience of the public, whether on Sundays or any other day.

1267. Mr. *Hutton.*] Do you think that principle would be so far carried out by the majority of the directors as that no inconvenience to the public would arise from restrictive regulations on Sunday?—The amendment moved at Birmingham, as drawn up by a portion of the directors, left in the hands of the

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directors ample power to do justice to the public in respect of their demands on that day.

1268. *Chairman.*] In the negotiations of your company with the Post-office, you found some difficulty in arranging the question of the price to be charged for the service performed by you for the Post-office?—The very greatest difficulty; we have had no data either on our side or that of the Post-office to lead us to any conclusion.

1269. In the present state of the railway it appears little better than guess-work?—Almost entirely guess-work.

1270. Lord *Seymour.*] Cannot you form any estimate at what expense per mile a train now travels on your railway?—I do not feel myself competent to answer that question; but I would say there is the greatest possible difficulty in our case, that we cannot at present judge of the number of police or of superintendents necessary for a line so near London. We already find, that, as regards the Grand Junction and the Liverpool and Manchester, our police force is infinitely larger than that they require, therefore we have no sure guide at present.

1271. *Chairman.*] In the event of some bill being introduced into Parliament to regulate the manner in which the service of the Post-office shall be discharged by railway companies, do you think there would be any injustice in determining, in the case of morning-trains, the guards and mail-bags shall be taken at a sum proportionate to a certain number of passengers?—Of course that would depend on the number, but I do not think that is at all an unfair mode of dealing with it.

1272. Do you think if the space that was required for the service of the Post-office was calculated, and the company was compelled to undertake the conveyance of the mail at the same price at which you would give the space to the public, that would be an unreasonable principle for the company to act upon?—I think not.

1273. Mr. *Easthope.*] Do you think the Post-office on the one hand, and the railway companies on the other, have up to the present time had sufficient experience to guide them as to any correct and equitable system of charging?—Certainly not; upon the railways with which I am connected we have endeavoured in every way to ascertain data, but we cannot bring it to any point as regards the Post-office service.

1274. Do you think on the part of your own company there is a determined feeling in favour of affording all the convenience that the public require to the Post-office, on equitable terms?—In all the correspondence with the Post-office, copies of which I have here, we have laid down that principle; we have even gone to the length of saying we do not seek a profit, we only want a fair remuneration for the positive cost of the service done; we do not even seek a profit in it.

1275. Do you desire to acquire information, by experience of your railway, of those circumstances which will enable you correctly to judge of what you ought to require of payment from the Post-office, and what they ought to require of duty from you?—That is all we seek.

1276. *Chairman.*] Confining the question to the case of trains alone, do you think any practical injustice could be effected if the same principle which the company make use of in charging the public for any space they take, were applied by them to the Post-office?—Some consideration must be allowed for weight as well as space; we are perfectly at sea as to the weight which we may be called upon to take in the train for the Post-office. If a proposition had been made to us by the Post-office, it would have been much more easy to have arrived at some conclusion, but we have had no proposition; we have had plenty of letters, and have been pressed to make a proposition to them.

1277. Mr. *Gillon.*] Do you expect soon to be able to determine the wear and tear of the railways, and the expense of locomotive power?—We have not yet, but we hope soon to arrive at that; we ought to arrive at it.

1278. When you shall have arrived at that point, do you not consider it fair, that, as far as the tear and wear of the rails go, the Post-office should be enabled to send their despatches free of expense?—I do not see why they should be allowed to work our rails to pieces without paying us for the cost of them.

1279. Are you not aware that the mails run free of toll on the turnpike-roads?—Where that is a part of the consideration, the price is less, of course, for the service done, but the cases are scarcely analogous.

1280. Mr. *Easthope.*] Is it not the fact, in the case of the mails, that the public repair the turnpike-roads, whilst, in the case of a railway, it is kept in repair by a body of individual proprietors?—It is kept in repair in one case by the proprietors only, and in the other by the general body of travellers and the adjoining landowners.

1281. *Chairman.*] In case of a special train being required by the Post-office from the railway company, do you think it would be an unreasonable thing that the Postmaster-general should have the power of demanding special trains for his own service, to be started at such times as he should fix, the Postmaster-general also fixing the nature of the service to be required and the conditions themselves, provided the price that was to be paid for this service by the public was decided by arbitrators?—I do not think it would be possible to work the railway, in case the conveyance of the travellers is to be put aside for the conveyance of the Post-office; the question referring to special demands from that department.

1282. The question does not refer to an extra train, but a train started at a time the company does not require, but which the Post-office have fixed?—Part of the difficulty which would arise from that power being granted is this: that on the London and Birmingham line, which is the centre line, in fact, of England, we shall have all the railways from Yorkshire and every other part of England pouring into it; and unless we are enabled so to arrange with the Post-office as to have their service done so as to chime in with the service of the public, I am afraid great difficulty must arise; for instance, supposing that when the North Midland, the Midland Counties, and all those various railways are at work, there is a probability that at any single hour or half-hour of the day our railway will be occupied in some way by trains passing over it; if we should not arrange with the Post-office so as to suit their departures with those which we fix for the public generally, we may shut out the whole trains upon the railways throughout the kingdom at once. If Colonel Maberly says you are starting trains at ten o'clock, and we must have half-past ten fixed, the whole of our railway trains may be thrown out in consequence of those arrangements, and it will be impossible for us to work the railway; these are trains over which we have no control, except that of the company giving permission for the use of their stations.

1283. Do you not think that the great increased price which it would be necessary for the Post-office to pay for a special train, as contradistinguished from an ordinary train, would be of itself a considerable security against their calling on the company to give them a special train to start very soon either before or after the ordinary train?—I think that might prevent their doing it very often, but the Committee must bear in mind that it will not answer our purpose to derange the whole of the travelling for the day for the service of the Post-office, nor would the public be content with that.

1284. Would not the circumstance you have mentioned be one of the points to which the attention of the arbitrators would be directed, and which would be considered with the price?—I do not think the regulation of price would be sufficient as a remuneration to the company, because, in fact, it might occur frequently, and all the rest of their business, of whatever kind, be put into a state of derangement, in consequence of having to start the Post-office train at an hour which suited them, and nobody but them.

1285. In the event of extraordinary powers being given to the Post-office, do you not think that a regard to the public interest would be a considerable security against those powers being misused?—I think it probable it would; but I think the Post-office are at this moment fighting with a shadow. I believe the questions which the Committee have done me the honour to put arise from the fact of our having altered one of our departures from London; we arranged with them originally that there should be one departure at, I believe, eight o'clock, and another at ten; it has been found necessary, in the very limited way in which we are able at present, and only at present, to act, to alter one of the times to which we had agreed; but that is an alteration which will extend only over the next six months; all our arrangements are only for a limited time; when the whole of the line has been opened I cannot contemplate that there will be the slightest difficulty in carrying the Post-office letters at any hour they wish; nor do I believe that our directors contemplated any difficulty as regards the day-departures.

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1286. Do you mean by that, that you think there will be no difficulty in altering the times at which your trains shall start, so as to accommodate the Post-office?—My opinion is, that the Post-office may be then accommodated; that we shall have no difficulty at all in accommodating them, when the whole line is opened.

1287. What is the change of hour you allude to?—I do not recollect exactly; I think the hours originally sent in by the Post-office were ten and half-past eleven, for departures from London, in the morning; and, in consequence of arrangements with the coach-proprietors (for part of that line is to be worked by coaches), it became necessary to give up the half-past eleven; the ten o'clock will continue.

1288. With regard to night-travelling, how does the case stand?—We certainly are indisposed, for the next three or four months, to undertake night-travelling; it is a question entirely of security, and we have a report so strong from our engineer, we do not wish to undertake it at present.

1289. Do you apprehend, decidedly, there will be a difficulty in conveying mails at any hour of the night?—There is a great difference of opinion in Lancashire upon the point; my own opinion is, that there will be as regular night-travelling, when the works obtain their proper consistency, as there has been between Liverpool and London under the old system.

1290. That is not a point on which men of experience are agreed?—I think the men of experience agree in that view, that there will be night-travelling; but there are a few on the other side who think there will be no occasion for it, and that the public will not demand it; but, with the convenience to merchants of Liverpool leaving Liverpool at ten at night, and arriving at seven in the morning, which are just the hours we should take, I cannot conceive a doubt of it.

1291. Mr. *Wallace.*] Is it in consequence of the darkness that a doubt is felt?—A want of feeling of security in consequence of the darkness; an idea that, if any accident had occured on the embankments, the engineer conducting the train would not perceive it, and an accident might occur in consequence.

1292. At present the trains between Liverpool and Manchester, and between Liverpool and Birmingham, go in darkness?—They do; but the number of passengers by them is very small.

1293. That is a matter of pecuniary consideration to the company, but not of security?—The trains are very small; the number of passengers by them is very small indeed, indicating thereby, I think, a certain distrust of the safety of travelling at night.

1294. Without any great accidents having happened?—The accidents on the Grand Junction have principally occurred in the night-time.

1295. Mr. *Hutton.*] Do not you think that the cause of there not being travelling between Manchester and Liverpool by night, is greatly this: that the distance is so short, it is not necessary for the communication to be made after dark?—That will appear as regards Manchester and Liverpool; but perhaps that is not equally applicable to the distance between Liverpool and Birmingham, to which I have referred.

1296. Mr. *Gillon.*] Do you not think that after your railway shall have been open for six months, making the communication from London to Liverpool perfect, the hour required by the Post-office will probably be permanent, and not subject to change?—Most probably.

1297. In that case, of course, the public will accommodate themselves to those hours, in the same way that they accommodate themselves to the hour of the arrival or departure of mail-coaches?—I have no doubt; in fact, the demand upon us by the public for conveyance will be so great, our departures from London will be almost every hour; there would be no difficulty in accommodating the Post-office when we get into thorough play.

1298. Mr. *Wallace.*] You have stated that, when your railway is completed, probably the trains will start from London, and return to it, every hour?—Yes, the trains of different companies; I was not speaking of the London and Birmingham Company alone.

1299. Do you include Sunday in that?—Certainly, not for the whole day.

1300. What exceptions do you make?—That will depend very much upon the actual demand which there is for passengers for conveyance on Sundays; we shall be regulated by that.

1301. If

1301. If the trains offer themselves from a distance at every hour, you will receive them along your railway?—Yes, certainly.

1302. Mr. *Easthope.*] Do you not think that the complaints which have been made by the Post-office are greatly attributable to the imperfect state of the arrangements in which all the railroads are at present, and the want of capacity of the railroad directors to furnish the accommodation required?—Yes; and, as far as the Grand Junction is concerned, I think the want of a due supply of locomotive power. When I was at Birmingham the other day, I had a good deal of communication with various persons connected with the Grand Junction; they were all more or less cognizant of what was going on upon it; the general complaint was that their stock of locomotive power was insufficient; that they had not applied sufficient capital to that particular part of their service, to do it in the way in which it ought to have been done; in addition to which fact there has been a stoppage of the canals, and they have got very deficient locomotive power for a most extensive business in goods, which they are now doing in consequence of this stoppage of the canals.

1303. Lord *Sandon.*] You are aware, perhaps, that the directors of the company lay this to the charge of failure on the part of the engine-builders in supplying the engines contracted for?—Yes, I am aware of that fact; there is no doubt of the fact that the engine-builders are so very full, they cannot get their supply so quickly as they ought.

1304. Mr. *Easthope.*] Do you not think the directors of railroads will feel that regard for the public opinion, having derived their monopoly from the public, that they will be amenable to public opinion, so as to make it quite imperative upon them to afford the greatest measure of accommodation to the Post-office that is compatible with public convenience?—Certainly.

1305. So far as your observation has extended, does there appear any opposition to that general feeling?—There may be on the part of a few individuals, but certainly not on the part of the general body of directors.

1306. *Chairman.*] Supposing your alternative to be, that you must either leave the Post-office completely at the mercy of the railroad companies, or put the railroad companies to a certain degree under the control of the Post-office, which do you think is the most safe alternative for the public to adopt, which branch of alternative presents the best security against abuse?—It is the convenience of the public passengers against the receivers of letters, and therefore probably the great majority will be the receivers of letters.

1307. Do you think it would be very easy for a public department to act in such a manner as to give offence, and produce inconvenience to the whole body of the public who were using those railroads as passengers?—That is almost an extreme case; it is scarcely to be contemplated if we have trains running almost every hour in the day.

1308. In the question of speed, do you not think it reasonable the Post-office should have good security for their letters being carried with all possible despatch?—That is a very serious question; if it is proposed that the Postmaster-general should have power to order any railway company to go at an increased speed above that in use, that will probably not only derange all their business, but may cause the most fearful accidents ever heard of.

1309. Do you think it at all likely that any public department should want to use its power in such a manner?—I am not at all prepared to say that it is not likely; when I find the Post-office pressing the railway company to carry mails at night, in opposition to the report of their surveyor, I think they are disposed to press upon them, without sufficient regard to the fear of danger.

1310. Have you heard a complaint that the railway companies which have contracted with the Post-office have unduly loaded the trains which have been concerned in carrying those letters, so as to cause unnecessary delay?—No, I was not aware of that fact.

1311. Supposing that to be the case, do you not think that is a circumstance the Post-office should have power to prevent?—May I be allowed to ask what the cause was?

1312. That they attached to the engines a greater number of carriages than was consistent with the engine performing its passage with the usual and accustomed despatch?—I am not aware of that ever having occurred; if that is a case

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case which has arisen on the Grand Junction, I do not think I ever heard of their having such a great load as to cause that; but I have heard of their engines failing in their duty.

1313. Supposing a train out of proportion with the power of the engine, do you think that state of things, which necessarily causes irregularity and delay in the correspondence of the country, is a point over which the Post-office should have some sort of control?—I think that entirely arises from the very novel circumstances under which the service is undertaken, and that, instead of the Post-office having come under arrangements, they should have waited for six or twelve months till the whole of the arrangement was more matured, and engine power made adequate to the work they have to perform.

1314. You think there is no remedy for the public, and it must depend on the willingness of the railway companies to perform this service in a proper manner, both as regards price and despatch; and that it is quite enough to leave it to the effect of public opinion on a joint-stock company if they charge too much, and to trust to them for the performance of the service?—I really think it is; the directors know the alternative which presents itself, that the Post-office will apply to Parliament if they do not do their duty.

1315. Lord *Sandon*.] Do you not think it right there should be a contract between the Post-office and the railway companies, the railway companies binding themselves to perform the duty at certain hours, and at a certain remuneration, and that any falling short of those terms should come under a penalty, unless it should be apparent, to the satisfaction of some competent and uninterested party, that such delay had arisen from circumstances not connected with any negligence or misconduct on the part of the directors?—I think there ought to be, in point of fact, the same arrangement subsisting between the railway companies as now subsists between the Post-office and the contractors for mail-coaches; there should be certain duties performed for a certain price, which the company should engage with the Post-office to perform under reasonable and ordinary circumstances.

1316. *Chairman*.] Supposing the Post-office had no other hold upon the railway company than that which the last question supposes, do you think that the Post-office being at the mercy of the railway company, with regard to the price and other matters, they would ever venture to enforce the penalty for irregularity in performing the contract?—I should think they would.

1317. Mr. *Hutton*.] May not the opinion of Parliament give some security, more than the pressure of public opinion, that such things as have occurred shall not occur again?—I do not think there is any necessity; I can speak only as to the directors with whom I am connected; I am sure if they made engagements, they would be bound by them.

1318. Mr. *Wallace*.] Have you any doubt, if you have sufficient locomotive power, of being enabled to keep such engagements?—Not the slightest, if they are regulated properly.

1319. Can any difficulty arise, with an adequate provision of locomotive power, in engaging to perform a certain duty within a specified hour?—Not the slightest; our average speed is 20½ miles an hour between Tring and London; we find our trains are keeping their time, within two minutes, as exactly as can be wished; our supply of locomotive power is fully competent to the work it has to do.

1320. Have you sufficient locomotive power prepared for the performance of the line throughout?—Yes; our whole railway will not be at work till the end of the year; but we have a very full supply ready, and have orders for immediate delivery, which will put us into possession of the power of locomotive required as we proceed.

1321. What speed do you propose?—Twenty-two miles and a half all the way.

1322. Including stoppages?—Yes.

1323. Do you propose to do that with your night-trains?—The subject of night-trains we have not considered; but yet I do not see, when the line has arrived at its proper degree of consistency, why we should not keep the same speed during the night as during the day.

1324. Your line is allowed to be one on which the gradients are very favourable?—Yes; not the most favourable, but better than the Grand Junction considerably.

1325. It is in evidence before this Committee that 31 miles an hour is a reasonable

reasonable rate to go?—We think it too much; the only serious accident we had was when going at that speed; the engine got off the railway.

1326. You stated that you had been pressed by the Post-office to undertake night travelling against the opinion of the engineer; can you produce to the Committee any of those communications on the subject?—I have a large parcel here, and I have had many communications both with Colonel Maberly and Mr. Louis verbally, and I may say generally from my own knowledge they have pressed our undertaking night-mails.

1327. They have pressed upon the company to undertake the conveyance of night-mails, while the company have stated in reply that they conceived it would be unfit to do so?—Yes.

1328. *Chairman.*] Do you think that the Post-office have felt the necessity for some immediate arrangement?—They put it on the ground that their contractors were all indisposed to renew the contracts, and that therefore it became necessary for them to procure some substitute; they pressed us to do it, and as an alternative it was for some time under consideration with us whether we should not give them the use of a carriage and engine, to work at half-past eight at night from London, for that special service; but we have received such strong remonstrances from our engineer against doing it, even in that limited way, particularly referring to some portions of the road between Leighton Buzzard and the Holyhead Road, that we are afraid of venturing.

1329. Your engineer is Mr. Stephenson?—Yes.

1330. Mr. *Wallace.*] Has there been a full communication between the Post-office and your company on whom the responsibility will rest if night-trains be set going previous to the road being declared perfectly fit and safe for night-trains?—I do not think it has gone so far as that; we told them explicitly that, as regards the public, we would not take the responsibility of conveying them at night till our road was reported fit for use; but, if it was any accommodation to them, we should be disposed to run an engine and carriage only for their accommodation; but our engineer has since that remonstrated so strongly against it, I do not think we should be justified in authorizing it.

1331. Mr. Boothby, one of your directors, has stated before the Committee that you have positively declined to take those night-trains?—That is perfectly correct; this has occurred since Mr. Boothby's examination; it arose in a conversation between Mr. Louis and myself, in which he urged strongly the difficulty they had in conveying the mails for the next six months, and pressed upon the directors the conveying the mails by a single carriage as soon as possible; in consequence of that idea our engineer made the remonstrance I have mentioned.

1332. Is it a proposal on the part of the Post-office that you shall take the mails entirely through to Birmingham?—The proposition, in conversation between Mr. Louis and myself, was that we should run the train for them down to a place called Denbigh Hall, on the Holyhead Road, and that they should work it through, the contractors or we for them, from thence to Rugby, and from thence by engine again to Birmingham.

1333. Mr. *Easthope.*] You stated that Mr. Louis and Colonel Maberly have urged you to perform certain duties at night, which your engineer has pointed out strongly it would be unsafe for you to undertake; do you apprehend, judging from the urgent manner in which the Post-office made that requisition, that, if they had had legal power to enforce it, they would have been likely to have enforced it against the opinion of your engineer?—I think they certainly would.

1334. *Chairman.*] In the questions put to you before, I supposed that the service and the conditions were to be determined by the Post-office, and the price only left to arbitration; supposing not only the price but the conditions, and anything in the nature of the service that could be matter of doubt, were also to be referred to proper arbitrators, do you think that would be a safe and just scheme to act upon?—To be called in only in certain cases, I presume.

1335. In cases where the Post-office and the company could not agree, arbitrators to be called in, to judge not only of the price but the reasonableness and safety of the service to be performed?—I think that would be as good a scheme as could be devised to settle any differences that could arise.

 1336. You

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1336. You think it would not be safe to leave the service and the conditions in the hands of the Post-office, the arbitrators being only to settle the price?—I think not.

1337. Mr. *Easthope.*] Is it your opinion that the Post-office, urged as they are by the public to the strict and regular performance of their duties, would be induced to urge you beyond that which is safe to other parties?—I am afraid of that arising.

1338. Do you think there would be any objection on the part of the proprietors of railroads to the proposed arbitration as to the price, the time of starting, and every question that could arise?—I speak with regard to my own company, there is nothing I would not willingly leave to arbitrators to settle upon any differences arising.

1339. Do you think, if all the companies were to object to that, it would be fair on the part of the public that the Post-office should have the power of compelling them?—I think if it were refused by them, it would be time for the Legislature to interfere.

1340. Mr. *Gillon.*] Does not the increase of speed very much increase your expense as regards the wear and tear of the rails, and as it regards the locomotive power?—It increases the expense prodigiously as regards the wear and tear of the railroads, and in some degree as regards the locomotive power.

1341. You expect to drive all competitors off the line of road, coaches and so on?—We hope so.

1342. Do you not think the Post-office would require to be guarded by penalties against your slackening your pace very much, with reference to the question of expense?—There would be no difficulty in entering into any agreement of that kind for the service of the Post-office, imposing a penalty if we were to slacken the pace agreed on between us.

1343. Mr. *Easthope.*] Do you not think that anything on the subject of penalties for the non-performance of reasonable requirements ought also to be left to arbitrators?—I have no objection to arbitration upon the subject, but I think all these cases should be provided for between the Post-office and the company by agreement.

1344. *Chairman.*] Do you think there would be mutually a disposition on the part of the Post-office and the railway company to accommodate one another, and that the call upon the arbitrators would be very seldom?—I think very much so indeed.

1345. Mr. *Gillon.*] Is it not the fact that the public keep up your railway by tolls, as much as the passengers keep up the public roads by the tolls?—Yes; but I think on the public roads there is also another mode of keeping up the roads.

1346. Are you not aware that there exist debts incurred by advances for the making and keeping up public roads, and that the amount of tolls must affect the interest of the money so advanced?—Yes, certainly.

1347. You are aware also that the mails run toll-free on public roads?—Yes.

1348. Is there any reason why you, being the great monopolists, ought not to carry the mails toll-free, when the trustees of public roads carry them free, and when the persons who have advanced money on the tolls of roads are so far dependent on the amount for the interest of their money?—What part of the charge would be called the "toll," as regards any arrangement between us and the Post-office?

1349. The wear and tear of the railway?—The wear and tear of the railway is scarcely to be compared to that of a public road; it is so much greater.

1350. Is there any reason why a company of proprietors are to have a preference to the trustees of public roads, or to those who have lent their money on the security of public roads?—I think we shall supply the public with a much better mode of conveyance, and the expense of wear and tear will be in a greater degree.

1351. Mr. *Easthope.*] Would not any requirement on the part of the public, that you should convey the mail for nothing, be just the same as a tax by the Government upon the railway?—Certainly.

1352. Do you not already pay the tax?—Yes.

1353. It would be, in point of fact, increasing that tax?—Yes.

1354. Mr. *Gillon.*] Is not your tax very much higher than that paid by the travellers on public roads?—I do not know the proportion it bears.

1355. *Chairman.*]

1355. *Chairman.*] Do you think it would be unreasonable to give the Post-office a right, if it should think fit, of running its engines on the railways for the conveyance of the mails toll-free?—That involves the whole question of their running independent of the company; I am convinced there would be great inconvenience in that, considering what a railway has to perform in connexion with other railways.

1356. If that could be done without inconvenience to the company, do you see anything objectionable in principle to the Post-office being at liberty to do so?—It would be a tax at once imposed upon the railway company; it is open to Parliament if they think fit, but it would be so much taken out of the pockets of the proprietors; the wear and tear incurred thereby would be a deduction from the receipts of the proprietors.

1357. Mr. *Wallace.*] You have stated that, as to the Post-office, you do not look for profit?—"A fair remuneration" are the words we use; we mean not a profit on the work done, but to be covered for the expense.

1358. You include in that the wear and tear of the railway?—Yes, and the expenditure made.

1359. Mr. *Gillon.*] Would you not in that case be favoured over the road trustees?—That is a question I am scarcely able to answer; we are giving the public an accommodation of a very expensive and costly kind; it never would do, in my mind, to compare it with that given by the road trustees; here is an expenditure of four millions and a half for the accommodation of passengers between London and Birmingham.

1360. Is that laid out by the proprietors to accommodate the public, or to put money into their own pockets?—It is to accommodate the public.

1361. Do you mean to say you would have expended four millions and a half without expecting a corresponding benefit?—Was any great public work ever undertaken without expecting a benefit from it?

1362. Mr. *Easthope.*] Have you received a dividend yet?—No, and we have exceeded our estimate.

1363. Mr. *Wallace.*] It is admitted by you that the principle of no profit carries with it the very same argument as regards common roads; the trustees there receive no profit, this company requires to be kept safe only?—Yes, that includes of course the wear and tear.

1364. Mr. *Easthope.*] Is it not the fact that the trustees of a road are the mere trustees for the public, and the trustees for a railway have embarked their own property for their own benefit?—Generally speaking, that is the case.

1365. Is it not the fact that there is a total dissimilarity between the two cases?—The question, I suppose, referred to the bondholders.

1366. Mr. *Wallace.*] Do you see a material difference in principle between the case of the bondholders on turnpike-roads and the shareholders on railroads?—They have both advanced their money to what may be called a public and a private object; I cannot draw any great distinction between them.

1367. Mr. *Gillon.*] Are you aware that there are many bondholders who have advanced money on public roads, with the expectation of having only a very limited payment of interest, and that in many cases they have received no interest at all?—I dare say that may be the case.

1368. Mr. *Hutton.*] Do you know yourself, from the report of your engineer, what is the great cause of danger between Leighton Buzzard and the Holyhead Road which you have alluded to?—It arises from some embankments which have been recently formed there, and from the nature of the soil on which they stand.

1369. Has that embankment given way, in point of fact?—It has not been worked upon yet.

1370. The engineer apprehends danger of its giving way?—Decidedly, at present.

1371. Mr. *Wallace.*] Is not the risk and danger to new embankments very much increased after such a frost as we have had?—Certainly, but it depends very much upon the nature of the soil.

1372. Have not the embankments upon your railway already been subjected to very great subsidings?—Those near London very great indeed, out of all calculation.

1373. Are they still going on?—In a much less degree than occurred three or four months ago.

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1374. So long as they continue, would it be more unsafe to travel at night than during the day?—Clearly, on all the new embankments; we do not apprehend any danger at all on those within 30 miles of London; it is about 15 miles beyond that where the soil is particularly bad, which have never been gone over yet.

1375. *Chairman.*] Supposing the general meeting at Birmingham, instead of the majority negativing the motion, had decided to prevent the railway being used on Sundays, that would have had the effect of stopping the Post-office communications on that day?—Yes, certainly, as far as the railway company is concerned.

1376. Do you think it would be reasonable to leave to a railway company a choice which might materially affect the service of the Post-office department?—I have no hesitation in saying, that, if any railway company made regulations which would so materially interfere with the public service, it would be incumbent upon the Legislature to interfere to prevent that.

1377. Would it not be better not to wait until such a thing actually occurred, but to prevent the possibility of its occurring?—In my own opinion it would be better to wait for the evil; I think the attempting a thing of the kind would create a great deal of feeling.

1378. Supposing such a resolution to be come to by any one of those companies which have the line between London and Liverpool while Parliament was not sitting, would not there be a derangement of the correspondence of five or six months?—Not if the Post-office had made an agreement with a railway company providing against that.

1379. Supposing it to be done at the termination of such an agreement?—I think that is a case in which the public ought to interfere.

1380. Mr. *Wallace.*] Do you mean to state, that, if the Post-office were to require a greater speed to be performed than the usual rate, the requiring that greater speed would disarrange all your regulations?—It would.

1381. Would it not be quite impossible to manage a great establishment, such as yours is, unless the Post-office conforms itself to that which was felt upon the whole to be the best rate of speed?—I submit there is no other alternative, that they must conform to it.

1382. Would it not, in your opinion, be reasonable that the Post-office should endeavour to accommodate its hour to yours as long as your railway is in its present state?—We act upon that certainly ourselves, we think so; but when the whole line is in operation, I do not think there will be any difficulty in arranging the hours with them, that every hour, in fact, will be an hour of departure; I am convinced the difficulty we have with the Post-office arises from their negotiating with us at a moment when we are in a very imperfect state.

1383. Why have not the company made some tender to the Post-office?—Because we are entirely without any data as to the price on which that tender should be made.

1384. It is price only between the railway company and the Post-office?—Yes, that is the chief point; we have given them one of the morning departures they wished, we have not given them the second. In explanation, allow me to remark, that the reason we have not been able to give them the second departure arises from the opinion of some coach proprietors as to what would be most convenient for public passengers; at present we require certain time for repairing our works, and the arrangement of the times of our trains are regulated accordingly; we must procure six hours of daylight to proceed with those repairs.

1385. In your opinion, it would be quite impossible that the public should at all agree to any bye-laws by which travelling on Sunday should be disturbed?—I will not say impossible; I think it highly improbable; it is impossible that a more determined attempt can be made in any company than has been in the London and Birmingham, which has been negatived by very nearly three to one of our proprietors.

1386. Have you been informed of the determination the Grand Junction Railway came to the other day on the subject?—I have understood that they have resolved, to suit the public convenience, to carry forward public travelling on the Sunday.

1387. When do you propose to begin carrying the public to Birmingham?—

On

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On the 26th of March, or as soon after that as the weather permits, the interval between Denbigh-hall and Rugby being worked by coaches, which we engage; in fact we book in London all the way to Birmingham.

1388. Have you advertised that?—No, that was only settled since the breaking up of the frost; we could not fix the time till the frost had broken up.

1389. Does your Act limit you as to the amount of profits?—It limits us as to tolls, but not as to the amount of profits.

1390. When all the other lines fall into yours, you may make an immense profit?—We look for a very large receipt, and we ought after an expenditure of five millions.

1391. Mr. *Gillon.*] What is the distance between Denbigh-hall and Rugby?—Thirty-five miles.

1392. Lord *Seymour.*] How soon do you expect the railway line will be opened the whole way?—In November.

1393. When the whole railway is in operation do you think the time of the Post-office in taking up and putting down bags will be inconvenient to passengers?—No.

1394. You think the train carrying the mail will not be objectionable to passengers?—No, I think not.

1395. Mr. *Wallace.*] Mr. Boothby stated to this Committee when he was examined, that the opinion of the directors then was that they should not undertake the carriage of the mail during the night, until the railway was completely open; is that still the opinion of the directors?—Certainly not; I think I may state that I am authorized by the board of directors to say that they will be ready to enter into an arrangement with the Post-office, for the engine and carriage to which I alluded, at the very first time when our engineer reports that it is safe to do so.

Martis, 6° *die Martii*, 1838.

MEMBERS PRESENT.

Mr. Baring.	Mr. Labouchere.
Mr. Easthope.	Viscount Lowther.
Sir Robert Ferguson.	Lord Seymour.
Lord Charles Fitzroy.	Lord Granville Somerset.
Mr. Greene.	Mr. Wallace.
Mr. Hutton.	

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

Philip Salt, called in; and Examined.

Philip Salt.
6 March 1838.

1396. *Chairman.*] YOU are guard of a railway mail, are you not?—I am.

1397. What mail is that?—The Birmingham and Manchester.

1398. How long have you filled that situation?—Ever since it opened; the 4th of July.

1399. What are your duties?—To leave and take up mail-bags.

1400. You travel with the mail-bags, of course?—Yes.

1401. Mr. *Wallace.*] On the top?—Yes.

1402. *Chairman.*] And the bags on the top?—Yes; with the exception of some that go into the imperial.

1403. Are the bags under cover?—Part of them.

1403*. Which part?—We do not make any distinction.

1404. Do you distinguish letter-bags from newspaper-bags in covering them up?—We put those that are going the furthest into the boxes, and those that are to be left on the road, for convenience, we put on the top.

1405. *Chairman.*] From your experience of the way in which the service of the mails is conducted upon the railways, do you think that the service of the railway, in regard to the trains and engines, is conducted with regularity and despatch?—No, it is not.

1406. Do you think it is conducted with as much regularity and despatch as the nature of that service is susceptible of?—They do not keep their time.

1407. To what do you attribute their not keeping their time?—The engines being

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being insufficient; there not being a sufficient quantity of engines, and some of them not having power enough to drag the trains.

1408. Do you think that the engines are overloaded, so as to prevent their performing the journey in the time which might be expected?—I do.

1409. Is this frequently the case, or only occasionally?—Occasionally.

1410. Is it frequently the case?—No.

1411. How often should you say it does happen; once a month, or once a fortnight, or once a week, or how often?—Sometimes it happens two or three times a week; sometimes we go a whole week, and keep our time; with some engines we have had attached to the trains, we have kept our time during the week we have had those engines; and the next engines would not keep their time for the next week, or the next fortnight.

1412. Is it that the same engine varies in its power, according to circumstances, or that the engines are of very different power?—The engines vary in the course of time. An engine, when it first comes out, goes very well; but when it has been out a certain time, I think that it does not go so well as it did when it first came out.

1413. Mr. *Easthope.*] How do you account for that; what is the reason it does not go so well as it did?—I am no engineer, and cannot say.

1414. Viscount *Lowther.*] Are carriages loaded with goods attached to the mail?—Frequently, I think, since we opened.

1415. Was it upon those journeys that it lost time, principally?—We have upon those journeys, and on those where we had luggage.

1416. Were you guard to a mail before?—Yes.

1417. Of which mail?—I was on several, a short time.

1418. Does the railroad keep its time as well as a mail-coach?—No.

1419. Mr. *Hutton.*] Do you know the name of any particular engine that is generally late in its time?—The "Lynx" has kept its time.

1420. What engine has not kept its time?—I have had the "Saracen" when it has not kept its time, and I have had it when it has kept its time.

1421. Viscount *Lowther.*] Did it snow when your time was not kept?—Sometimes.

1422. *Chairman.*] Do you keep a time-bill?—Yes, every day.

1423. Have you brought any of them with you?—I have.

1424. Do you mark the name of the engine upon them?—Yes, I have, of late.

1425. Lord *Granville Somerset.*] What mails have you been on?—The London and Liverpool, for a fortnight.

1426. What were you on before that?—I was guard upon the Chester, and upon the Manchester and London.

1427. How long were you upon that?—I was upon the Manchester about a fortnight.

1428. Were you ever on any mail-coach a month?—Yes; I was on the Yarmouth Telegraph seven months.

1429. Did that keep its time better than the railroad?—Yes.

1430. At what period were you upon that?—From November to the beginning of the year.

1431. Did you go all the way from London to Yarmouth?—Yes.

1432. What do you call the Yarmouth Telegraph?—It takes the bags from Ipswich.

1433. Did you go from London with it?—Yes, the whole way.

1434. Mr. *Wallace.*] How many passengers does that coach carry?—When it had the mail it carried three less than when it had not; it carried four inside and eight outside.

1435. Viscount *Lowther.*] Were you in the employ of the Post-office, or of the proprietors?—The Post-office.

1436. Lord *Granville Somerset.*] How many miles per hour did you travel with that coach?—Eight.

[*The Witness produced several time-bills.*]

1437. Viscount *Lowther.*] What is your time for leaving Liverpool?—In the morning there are different periods; half-past six in the morning, that appears by that bill.

1438. Did you lose time on the day to which that bill refers?—Ten minutes; on the day to which the next refers, we lost six minutes.

1439. Does

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1439. Does this time-bill of the 28th of November show a loss of three hours? —Yes.

1440. The reason given is, "the engine very slow, and heavy train;" was that correct?—Yes.

1441. What was the particular cause of the delay on the railroad on that day? —It was a very heavy train.

1442. Was there any accident?—Yes; the engine failed, and left us between two stations, and we waited there till the second-class train from Liverpool came up; their engine drove us before them to the next station, and then got in front of us, and took us to Birmingham.

1443. Did she take both trains?—No; she left the train she was upon, in the same place, or at least upon the same line.

1444. What was the name of that engine?—It was not put down; the order has been given only lately to name the engine.

1445. On the 24th of February were you 60 minutes behind your time?—Yes.

1446. What was the occasion of the delay on that day?—The bars of the engine falling out caused the delay.

1447. *Chairman.*] When you saw that so great a weight was attached to the engine, that it was impossible the journey should be performed in due time, did you remonstrate on those occasions?—I have frequently spoken to the conductor, and said, "We never shall get in in time;" he said, "Well, he could not help it; that was his order, and he must obey it."

1448. Lord *G. Somerset.*] Did you ever report that answer to the Post-office? —I did not.

1449. Mr. *Greene.*] What was his order?—To take what was attached to the engine, I suppose.

1450. Mr. *Wallace.*] Did you ever see him decline taking anything, or did he take all which was offered?—No; I have seen them refuse some.

1451. What reason did they assign for refusing?—The engineer said he could not take any more; that they must not put any more on.

1452. *Chairman.*] Do you know whether there is any rule adhered to, that an engine is supposed to be capable of drawing a certain weight, and that no more than that weight is attached to it?—I believe they are capable of drawing a certain weight; but sometimes, for convenience, they put more to it than they should.

1453. Do you know whether the engineer lays down a certain rule of not attaching above a certain weight to a certain engine?—I do not.

1454. Mr. *Wallace.*] By the way-bill of the 2d of March, it appears that an engine, called the Alecto, failed at Hertford, and was obliged to wait for an engine from Warrington, to bring the train to Birmingham; did all that take place?—I believe so; it is not my report; I was not upon that train.

1455. Lord *Lowther.*] It appears by your bills, there are very few days in which the time was regularly kept; was that the case?—Yes.

1456. Mr. *Easthope.*] Were those bills picked out as being those for the journeys on which you were late?—Yes.

1457. *Chairman.*] Have the irregularity and delay been greater of late, since the hard frost, than they were before?—I do not know that it has; it has been attributed to the frost, and the slipperiness of the rails.

1458. Were not a greater quantity of goods sent by railway since the frost, in consequence of the impossibility of sending them by the canal?—Yes.

1459. Do not you think that part of the inconvenience which has been lately found to arise on the road is attributable to that cause?—I do, some little of it.

1460. Still, are you prepared to state to the Committee that a considerable inconvenience of the same kind took place before that time?—Yes.

1461. Lord *G. Somerset.*] What are your orders from the Post-office, are they in writing or verbal?—In writing.

1462. Can you produce a copy of them?—I cannot at the present moment; I have left them at Birmingham.

1463. Lord *Lowther.*] How many guards are there upon the railway?—There are four from Birmingham, and three from Liverpool to Birmingham, and two from Manchester to Warrington.

1464. Lord *G. Somerset.*] How many times do you go backwards and forwards

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wards in the course of the day?—We go from Birmingham to Liverpool or Manchester and back.

1465. Lord *Lowther.*] Do you go every day?—No; I go three days, and rest the fourth; but I have gone for six days, and rested the seventh.

1466. Lord *G. Somerset.*] You go from Birmingham to Manchester and back again in the same day?—Yes, three days out of four; but if an express is wanted on any day I have to go with it.

1467. *Chairman.*] Do you know what is the average weight of the bags you take as guard?—I do not; they are very heavy in the morning.

1468. Is there any limit as to the weight you are obliged to take?—No, not that I am aware of.

1469. Mr. *Wallace.*] Is the weight ever taken at all?—It has been taken; they were at first weighed at every post-office; I have weighed them at Manchester.

1470. How much did they ever weigh to your knowledge?—I cannot say that; I have been obliged to unload the bags off the mail-coach; the springs have not been strong enough to bear them, on the Friday morning.

1471. Mr. *Easthope.*] When you have complained that the train was overloaded, did you ever hear the conductor make a complaint to anybody else?—No, I cannot say that I have.

1472. You never heard any fresh order given in consequence?—No.

Robert Stephenson, Esq., called in; and Examined.

R. Stephenson, Esq.

1473. *Chairman.*] YOU are the Engineer to the London and Birmingham Railway Company, are you not?—I am.

1474. In that capacity are you cognizant of the communications which have taken place between the company and the Post-office?—I have heard them generally spoken of, though not the minutiæ.

1475. Do you consider that in the present state of railway communication in this country it is matter of difficulty to make an arrangement, that shall be fair both to the public and to the railway companies, for the regulation of the transmission of letters?—It is rather difficult to lay down a principle, I think.

1476. Have you ever turned your attention to what, speaking generally, would be a fair and practical mode of conducting the Post-office correspondence of the country by means of railways?—I have thought a good deal about the subject since it was mentioned to me; but it is extremely difficult to lay down a scale of prices for the regulation of the different classes and times, owing to the fact that the Railway is under-paid for a great number of things, and must necessarily be well paid for some others; for instance, in heavy goods, coals, lime, and those things, I think the prices usually mentioned in our Acts of Parliament are too low; I do not know that they ought to be raised, for those things ought to be conveyed with great economy, or else they would not be able to convey them at all from one part of the country to the other; therefore, I conceive, on all light goods, such as measurement-goods, hazard-goods and letters, they must necessarily have what would appear, under ordinary circumstances, an inordinate price for those goods, in order to compensate for the low prices that are paid upon coal and lime and manure.

1477. Do not you think the correspondence of the country stands on rather a different footing from goods of any other kind?—I think it stands on precisely the same ground as parcels.

1478. Do you think it would be an unjust principle to start from, to endeavour to give a fair remuneration for transmitting the letters, without giving the company any exorbitant profit?—Inasmuch as they have all mentioned in their estimate of traffic and income a certain portion of them as to be derived from the carriage of letters, it would be hardly fair to ask them to convey them for a mere nominal sum.

1479. The question refers to a fair adequate sum for the transmission of those letters?—I conceive they ought to have a considerable profit on all things of that description, such as parcels; the expenses attendant on the establishment for conducting a business of that kind are very great.

1480. Mr. *Baring.*] When you speak of the expense of the establishment, you mean the expense necessary for receiving and distributing the parcels?—I mean that the office expenses of the delivery of the parcels form a very large item in the expense; but I allude to the police establishment, which is very great indeed on well-conducted railways.

1481. *Chairman.*]

1481. *Chairman.*] What additional expense would a railway company be liable to on account of carrying the mail?—I do not think they would be liable to any additional expense; we can calculate; for the same establishment would carry the mails as carried the parcels.

1482. The question does not suppose the railway company shall undertake the duty of sorting or distributing the letters, but merely that they shall allow the servants of the Post-office, on certain terms, to make use of their railway for those purposes?—If it were reduced to a mere matter of expense in conveying the mail from one part of the country to the other, that would be a very small sum indeed; if you reduce it to weight, which would be the only way of measuring it, it would be scarcely measurable.

1483. Do you think that, considering that the railway companies enjoy the privileges they possess by an Act of the Legislature, it would be unfair to require them to afford the use of their railway to the Post-office, for the conveyance of the correspondence of the country, at a rate that would amply recompense them for any expense they were put to, but should not do more?—Inasmuch as the proprietors were induced to enter upon those works on certain calculations, which calculations comprise a considerable item from the Post-office, I think they have a right to look to that.

1484. Lord *Lowther.*] In what prospectus did that ever appear?—In the London and Birmingham it was most distinctly stated.

1485. *Chairman.*] Has it not been stated by the directors of the London and Birmingham Railway Company to the Post-office, that they were willing and anxious to undertake the service of the Post-office on the principle referred to, of covering their own expenses, and obtaining a fair remuneration, but not of deriving to themselves any considerable profit?—I do not know what the directors may have stated; I am aware that they have proposed to carry the mail; I think I heard the price mentioned, but I do not recollect it.

1486. Mr. *Easthope.*] You said just now that you thought they ought to have a considerable profit; what do you consider a remuneration, and what do you consider a profit?—I mean the surplus above the expenses.

1487. Do you take in the expenses of the original construction, as well as the expenses of constant operations?—No, I do not; I think that those concerns ought to leave eight or ten per cent. profit on the aggregate outlay.

1488. Are the Committee to understand that you mean that they ought to have a considerable sum as a compensation for the expenses of the original construction?—No, I do not mean that; I mean that, supposing they spend a pound, they ought to have two pounds come in.

1489. When you speak of profit, do you mean an excess beyond the regular current expense?—Yes, I do.

1490. Lord *Granville Somerset.*] Is it your opinion that the Post-office should not call upon the company to carry their letters on better terms than they carry passengers or parcels, considering the Post-office as employing them for the transmission of parcels?—I do not think the company ought to object to carry the mail on the same terms on which they carry parcels.

1491. What you mean by your former answer is this, that you think the Post-office ought to contribute its fair quota for the expenses of the establishment, including watchmen, and so forth?—Just so.

1492. And that mere locomotive power is not the expense that ought to regulate the demand upon the Post-office?—Certainly not.

1493. It is that locomotive power to which you allude when you say that the cost is very trifling indeed, if that alone were to be paid by the Post-office?—Yes, that would be scarcely appreciable.

1494. You think that the Post-office ought to pay towards the general expense of the railroad establishment, and also somewhat towards the remuneration of the parties who advanced their money to that speculation?—Yes; and when I said if they spent 1 *l.* they ought to receive 2 *l.*, I merely stated that with a view to profit; but if I am asked what profit they should receive on parcels for individuals, I should say three or four hundred per cent.

1495. When you speak of profit, you speak of the cost of transmission of that individual parcel, and not the general outlay of the railway company?—Yes.

1496. Viscount *Lowther.*] If the Post-office require additional conveyance, such as special trains, do you think you are bound to ask a corresponding price for the railway company?—If the periods fixed by the Post-office for the

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departure of trains from place to place do not fall in with those arrangements which are requisite for public convenience for the conveyance of passengers, a great inconvenience would result from that; and I hardly think they would then be remunerated by any price.

1497. Would the mail travelling at night be attended with a great additional expense?—I think very little: if the general traffic of the railway is to be carried on by night as well as by day, then we require a double establishment of police, a double establishment of porters and clerks along the line, and it becomes very much increased; and along very long railways, my opinion is, that they must necessarily have that double establishment.

1498. Do you speak of a railway of 100 miles as a long railway?—I look upon the London and Birmingham and the Grand Junction as continuous trains; I cannot conceive that the traffic can be carried on between London and the West of England entirely by day.

1499. Mr. *Baring.*] You are understood to mean that the large heavy goods, such as are carried on railroads, do not pay fairly their share of expense?—They do not.

1500. Therefore you charge upon the parcels beyond what is a fair price for such a parcel, in order to make up the loss?—Yes.

1501. From what you now say, you think that the letters should pay according to the same proportions?—On the same scale.

1502. Then letters, you think, should pay beyond what would be a fair charge, for the purpose of letting the heavier goods go at a lower rate than would be actually their proportion?—I put the letters and parcels on the same footing; I see no reason why they should be regulated differently.

1503. Why should heavier and lighter goods be put upon a different footing; upon what grounds are coals and lime put upon a lower footing?—If a material is a low-priced material it will not bear conveyance from one part of the country to the other, unless it goes at very low tolls; therefore, in all the old Canal Acts, those things required for agricultural purposes, and the community at large, lime and coal, and manure, are put down at a rate which is not remunerating.

1504. Upon the grounds of public policy?—Yes.

1505. Do you not think the same ground of public policy extends to the correspondence of the country?—I think it does not extend to that generally.

1506. Lord *Granville Somerset.*] The small amount of remuneration for carrying lime and coal, and heavy articles of that description, are rather matters which are local than of public policy?—They are local, it is true.

1507. Has not the principle been sanctioned universally before the Committees for Railroads, that there should be a very small price fixed on articles of that description?—That is the principle, and that always has been acted on.

1508. Is it not by way of encouragement to persons through whose lands railroads have been carried, that articles of that great bulk should not be charged so highly as other articles?—That is my impression.

1509. And the capital has been laid down on that understanding?—Yes.

1510. Was the price specified for those articles lower than what you should say it was required to be for other articles of the description of letters and parcels, and so forth?—Yes.

1511. Mr. *Hutton.*] Do you think if a company, or any private individual, were to say, "Carrier, I shall have a number of parcels to send every day, amounting to two, three, or four cwt., and they shall go regularly, without intermission, and without trouble; they shall be sent to you at a particular hour;" that person ought not to make a more advantageous bargain with the company than an individual who has only a casual parcel to send?—I believe they have no power to do so by their Act.

1512. Supposing a manufacturing establishment here should require that accommodation from the railway company, ought they not to expect it to be done on better terms than a person having a casual parcel to send?—I admit it is rather a peculiar basis to put the question upon.

1513. What is your opinion in that case?—I think, in the abstract, it ought to be at a lower rate.

1514. Have the goodness to point out the difference between the railroad, as a conveyor of parcels, and the case put?—It is a large public establishment. I do not look upon it in the same light as a private individual or merchant.

1515. *Chairman.*]

1515. *Chairman.*] Do you think the circumstance of their being a public establishment is a reason for their paying more or less?—I think that is a reason why that establishment, which is a public one, should pay less than the private persons sending their parcels.

1516. Lord *Granville Somerset.*] Suppose this public establishment insisted upon your going under all circumstances, and having special trains ready at all times, would that make a difference in your answer?—I should never recommend the directors to agree to such a proposition, for I do not think it possible for them to carry it into effect.

1517. *Chairman.*] You mean special trains?—Yes; if they are to be introduced on the London Railway, and the Grand Junction Railway, it implies a system which is to be carried into operation in both companies in a way that will endanger the public.

1518. What do you mean by special trains?—The Post-office want to have a train sent at eight in the morning, perhaps at half-past four, or any other hour in the day, or any hour in the night; that is what I understand by special trains.

1519. Do you mean a train sent by the Post-office without notice?—No; if they insist on the railway company, every day or night, having a train ready to start, that may interfere with all our arrangements, both as regards our passengers, and also merchandize, in all human probability; in the night especially it would interfere with our arrangements in such a way as almost to prohibit our carrying goods at night, if any special train were required at night.

1520. Mr. *Wallace.*] Do you mean that the Post-office must alter its hours to the hour when trains go with passengers along the railway?—No, I should hardly go so far as that; but I think there might be an equitable arrangement between both parties, which would be practicable.

1521. Do you mean that the Post-office shall not send a train with mails, except along with a train carrying passengers for the company?—I think not; I think if the Post-office have to pay the cost, they will be paying more than they expected.

1522. Putting the cost out of the question, are you of opinion that the Post-office should not have the power of sending mails at any hours but those the company fix for taking passengers?—I think it is quite possible for the company to arrange that the Post-office shall have the power of doing so; it must depend upon the hour fixed by the Post-office, and the number of trains per diem.

1523. Lord *Granville Somerset.*] What is your idea of the advantage to the company, supposing the Post-office says, "We will employ you every day at such and such times, but if our correspondence should not arrive at that time, we must put off sending till that time;" what is your idea as to remuneration to the company under those circumstances?—That would be a very serious question; I am not prepared to state the amount.

1524. *Chairman.*] Do you think it would be a correct principle that the Post-office shall lay down all the conditions which the service required, and that if in any case the Post-office and the company shall not agree upon the terms on which that service shall be performed, it shall be referred to suitable arbitrators, and they shall decide the price, the conditions having been previously agreed?—I think the principle is apparently a just one, if the arbitrators are sufficiently well acquainted with the subject.

1525. You think that it resolves itself into a question of price?—No, not the sending away special trains at any time they might require; that would interfere with the regular systematic communication between London and Birmingham, and more distant places; I anticipate the difficulty would be very much increased by the trains having to pass from one railway to another, from the Birmingham into the Grand Junction, for instance, if the Grand Junction arrangements are made independently of ours, as far as their times are concerned.

1526. Lord *Granville Somerset.*] Is it not difficult to state a fair price on all railroads generally, even supposing you state a fair price on one?—It is very difficult to state the price for any particular class of goods.

1527. Supposing it were laid down that such and such terms, and such and such remuneration for the service performed, were sufficient, with regard to the Grand Junction Railway, do you conceive that remuneration would be sufficient or an equitable remuneration, in regard to the Great Western Railway, for instance?—I apprehend on all such great lines the approximation would be very great, almost identical I should say.

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1528. You think there could be no difficulty in that respect?—I think not.

1529. With regard to the lines in communication with each other, where danger to each might result from the communication, would it be practicable to make arrangements which should bind the different parties in reference to that which must depend very much upon the conduct of each?—It would, certainly.

1530. Would it be easy to make an equitable arrangement under such circumstances?—I think it would in a variety of such cases.

1531. *Chairman.*] Do you think that if the space and weight required by the Post-office were a determinate quantity, and the company were compelled to provide for the conveyance of the mail at the same rate at which it would give that space and weight to the public, that would be a reasonable principle to act on?—Yes, if you take as a datum the space occupied by parcels.

1532. Suppose you take as a datum the space occupied by passengers and luggage?—That comes to the same answer I have before given; you cannot determine the price paid by one class of goods by the price for another; there is a difference which has been established by usage; and I apprehend, as far as the public is concerned, the ratio between the prices paid for parcels and that paid for other classes of goods are very equitably arranged now.

1533. It was stated to this Committee by the chairman of the directors of the Birmingham Railway Company, "In all our correspondence with the Post-office, we have even gone the length of saying, we do not seek a profit, we only want a fair remuneration for the possible cost of the service done; we do not even seek a profit on it." Do you agree with the chairman in thinking that is a just and proper principle for a railway company to act on?—I think that is a more liberal principle than I should be inclined to act upon myself.

1534. Lord *Granville Somerset.*] How do you construe that declaration?—I should say the chairman decidedly meant the expense of the whole establishment, not merely the expense of the locomotive power.

1535. Do you think that excludes a fair consideration of the rate of interest on the money expended?—I should say so.

1536. That you think is not quite fair?—I think not.

1537. Mr. *Easthope.*] Are you aware that mail-coaches look to the conveyance of parcels as one of their great sources of revenue?—I know that, and I argue in the same way, that the railway company ought not to carry parcels without being well paid; they ought to look to the parcels carried sometimes for the main part of their profit.

1538. Do they not carry the mails at a much less rate of profit than they carry parcels?—I cannot say that of my own knowledge; but I am almost certain they do.

1539. Can you imagine any other plan of adjusting any differences that may arise between the Post-office and the different railway companies, that would be more equitable than a well-arranged system of arbitration?—No; I think that is the fairest principle that suggests itself to my mind.

1540. Do you think that in the present state of railway concerns there is that want of experience and want of knowledge at the present time, from the unfinished state of railroads, that would render it dangerous to the public convenience to make any positive legislative rule?—I think it might prove very inconvenient, and would soon call, I believe, most imperatively for an alteration.

1541. If that is your opinion, do you consider that the best way to meet the whole question, with all its difficulties, would be by an equitable arrangement of arbitration?—That seems to me at this moment to be the fairest way.

1542. Do you think that the companies would object, or have you had any conversation that would lead you to form an opinion that the company would be glad to come into an arrangement of that kind with the Post-office, to submit all questions that may arise to a well-digested system of arbitration?—I have not had any conversation with our directors upon it; but it appears to me to be founded on so broad a basis, they can hardly object to it.

1543. Do you think they ought to object to it, and if they do object to it, do you not think it ought to be imperative upon them?—I should be inclined to say that I think so.

1544. Mr. *Wallace.*] Have you turned your attention much to the question you have just answered?—Yes, I have a good deal.

1545. Have

1545. Have you given so much attention to it as to be prepared to put your opinion in opposition to the opinion of a Committee of the House of Commons, who have had an opportunity of hearing all the evidence in a matter of this kind?—It would be egotistical in me to place my opinion on such a level; but I should say thus far, that I do not care what evidence has been given before this Committee on the subject of special trains, I am quite sure that cannot be carried on; it is quite impracticable.

1546. Lord *G. Somerset.*] In what way do you think the arbitration ought to proceed, that it ought to proceed on a view of the necessity of the service being referred to arbitrators, or that the Post-office should lay down what they intend, and that the company should be obliged to conform to it; and that then the arbitration should be simply as to the remuneration to be given for the performance?—Certainly not as to the cost alone.

1547. You consider that the arbitration should be founded on the principle that the arbitrators were to determine as to the manner in which the service should be performed, as well as the price?—Certainly; it should involve everything.

1548. Mr. *Easthope.*] You would consider it essential that the question whether it was consistent with the public convenience, should be an element in the question referred to arbitration?—Yes.

1549. Mr. *Baring.*] You would leave it to the decision of the arbitrators to decide at what time the post should start?—Yes, I think I would; I would leave the whole question open to them.

1550. Whether there should be a post, or whether there should be no post at all?—No; I do not know that that question should be put, whether the post should start at all.

1551. Then how do you mean, that you would leave the whole question open to them?—Then I should leave it to the arbitrators whether they would stop the post. I should not be apprehensive that they would stop the post.

1552. You are distinctly of opinion that the system of special trains cannot exist in a railway?—That is my own individual theory; that it cannot, in the continued system we are every day approaching to.

1553. You are well aware of the times at which the Post-office wished the trains to run on the Birmingham Railway?—I have heard them mentioned; but I do not remember them at this moment. I apprehend there will be very little difference of opinion between the Post-office and the directors on the evening and morning mails.

1554. Do you know the fact, that the times which were originally proposed by the company perfectly agreed with those of the Post-office for the times of the day-mail?—I believe they did.

1555. And that subsequently an alteration took place?—Yes, so I have heard.

1556. For the convenience of passengers, and the communication with the stage-coaches, as that is much more likely to bring money into the pockets of the proprietors?—Yes.

1557. Do you mean to say that a special train starting, it is impossible to give the time first fixed on by the railway directors, if insisted upon by the Post-office, without deranging the whole system?—If their general trade or business demanded other trains at other periods of time, the special trains alluded to might produce great inconvenience by interrupting the general business of the company very much.

1558. In that case you would postpone the Post-office to the time when the trains started for the benefit of the company?—I should think it worth while to postpone the business of the Post-office for half an hour or an hour, rather than interfere with or prejudice the whole system of the railway communication.

1559. Do you mean if it was merely postponed half an hour or an hour?—I am not acquainted with those particular facts; as engineer of the company, I am not privy to all their special arrangements; I heard the times mentioned, but forget them.

1560. Were not you consulted about those arrangements; it is not a trifle whether the correspondence of the whole country is to be disjointed; are you not aware of the times proposed for the morning mails?—I do not recollect them; as engineer to the company, the directing of the trains forms no part of my duty; I have nothing to do with that; if my opinion is asked about the departure of the

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trains, it is merely in a casual way; there are some circumstances which call, of course, for a special opinion; but in a general way I have nothing to do with the trains.

1561. Your opinion is, that if it is a question between the conveyance of the letters, and the conveyance of luggage and passengers, the conveyance of the letters must give way to the arrangement for the conveyance of luggage and passengers?—No, I do not put it so; but that both ought to give way a little. If there were special trains at particular hours of the day, those special trains might prejudice the whole trade of the company to a greater extent than the delay of half an hour for the letters, especially when we are going at the rate of 30 miles an hour, or something like that, it could be of very little consequence.

1562. Is it not the case that that delay of half an hour may overset the whole distribution of the letters?—I think that if it is considered as of great importance, the Post-office is much more likely to have delays by insisting on the railway companies sending away special trains at inconvenient hours; that that will accomplish the very thing the Post-office are desirous to avoid.

1563. Mr. *Wallace.*] It is in evidence before this Committee that the directors of the London and Birmingham Railway have referred to you, as their engineer, to say whether or not the trains which the Post-office have required shall be taken at the hours they have fixed, or shall not be taken. Is it in your recollection that such a reference to you was made?—Decidedly; and I wrote a special report upon it; but it was not couched in those words. My opinion was asked whether the railway between London and Denbigh-hall would be fit, or when it would be fit, for night travelling with safety; and I stated, I think, that I conceived it would be fit for night travelling in about a couple of months, or three months, after it was opened. There are in that district a great number of embankments newly made, that are subsiding most rapidly. I could quote a case which took place the other day at Watford, near the Colne embankment; nearly 100 yards of our railway went down about six feet; there is only one line of railway can be carried over that valley at this moment; the subsidence has very fortunately took place from the middle of the embankment; one of the lines subsided, the other did not. If both had subsided, the railway must have been inevitably stopped, and that, perhaps, for three or four days; but the subsidence took place at the centre; the one line sunk, the other remained nearly at its level; the engines from London cannot go upon their own line of railway, but must change and pass over to the upper line of the road.

1564. The evidence given here was to the effect, that you had at first reported that night travelling by the mails would be safe, but since that you reported that you considered it would be unsafe to convey the mails at night from London to Birmingham?—My report was very special, and I particularly alluded to a month or two after the railway was opened. I want the summer to be a little advanced, and the embankments to have subsided, until we might depend upon the rails remaining for a night, or for a number of hours, without any material change taking place; but at present I cannot answer for the rails remaining all night in the same situation. I should answer, with regard to the practicability, or impracticability, of carrying the mails at night, that it appears quite practicable.

1565. With safety?—Yes, with safety.

1566. The evidence alluded to refers chiefly to that part of the railway nearest to Birmingham?—It applied equally to that portion of the railway between London and Fenny Stratford; my report applied to both portions of the line; they have both very high embankments, and some of the embankments composed of very bad material.

1567. Are not the embankments on the western portion of the railway the worst?—No, this end is the worst, decidedly.

1568. Mr. *Greene.*] What is the state of the embankment at Wolverton?—Wolverton is nearly closed, but it will go on subsiding for two years, perhaps.

1569. Mr. *Wallace.*] The railway is to be opened generally for passengers by railway conveyance, and by coaches, on the 26th of this month, is it not?—Yes, I think it will be ready by about that time.

1570. Have any post advertisements appeared of that?—No, not at present.

1571. Do you contemplate any night-trains from that time?—I have reported decidedly against them for two or three months after it is opened.

1572. Can you then provide night-trains for the whole line?—There is an interval of about 25 miles which must be filled up with coaches.

1573. The mails may be sent from London, and taken up at the end of the first division of the railway by mail-coaches, then taken forward to where the rails begin again, and so set down at the end of the Grand Junction Railway?—Just so; and in three months after we open I think that will be practicable during the night.

1574. And safe?—Yes.

1575. Mr. *Greene.*] When you speak of the night, do you feel that there is any objection to carrying the mails from your station in London to Denbigh-hall after six o'clock at night?—No, I do not know that there is any; but these late hours employ almost the whole of our establishment; the night-trains entailing more expense than the day.

1576. You are aware that for the departure of the mails eight o'clock in the evening is the most convenient hour; do you think there will be any positive objection to the conveyance of the mails from the time your railway opens to Denbigh-hall?—From three months after that time I think not; I think I shall recommend the directors to adopt that hour; a little earlier would be more convenient; we should arrive at Rugby, where the mails commence again, at half-past two in the morning, which is just as bad as travelling by night.

1577. Mr. *Wallace.*] What length of time do you allow for performing it throughout, including the coaching part?—I think eight hours, or eight hours and a half.

1578. At what rate upon the rails?—I recommended, in the first instance, they should not exceed 20 miles an hour.

1579. It is in evidence that 22½ miles, including stoppages, is the rate agreed to?—Yes; but that alludes only to the line when entirely opened, and the traffic in full operation; I do not think it would be safe upon the piece of railway we are now about to open to average that speed in the first instance; I think, in the course of the summer, it will become practicable and safe, but at present I think there would be some serious accidents in going at that rate.

1580. Mr. *Baring.*] Do you know at what rate the time-bill given in to the Post-office was calculated?—I do not.

1581. Mr. *Easthope.*] You stated that you thought there ought to be a little giving way on the part of both the Post-office and the railway directors?—Yes; that they ought to meet in their arrangements as far as practicable.

1582. You are aware that now there is no giving way on the part of the Post-office; that the time is definite; and that everything is made to give way to the Post-office?—I have not heard that.

1583. The time is fixed by the Post-office?—Yes, that is imperative, I believe.

1584. You do not mean by giving way, any further giving way than that which is requisite to secure the public against danger?—No; I mean that they should give way so that the company should not be driven to unnecessary expense and great inconvenience by delay of the trains.

1585. If the Post-office were to say, we require that the mails shall start at a certain hour, would not the company be able to say, that will occasion us a great expense, and would not the arbitrators very reasonably take that into account?—Yes; I think that the company would be competent to prove to the arbitrators that there would be a very great inconvenience attending it.

1586. Would it be desirable that no other element should come into view than that which is necessary to the public safety?—No; I think it would be hardly fair to the railway company to give way to such an extent.

1587. *Chairman.*] Is there not a sacrifice which should be demanded of them, and which could be taken into consideration by the arbitrators?—Inasmuch as the arbitrators would be in a situation to appreciate the absolute impracticability of working the line in the way suggested by the Post-office, of course they would be the proper tribunal.

1588. Mr. *Easthope.*] How do you consider it impracticable?—I call any scheme which involves a great danger of collision or interference with the trains on the line impracticable, for it would not be proper that the public should be subject to them.

1589. *Chairman.*] Would not the very great increase of price the Post-office would have to pay, if they endeavoured to enforce unreasonable conditions on the company, be sufficient to prevent the Post-office department from exacting any

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any such conditions?—I speak of an arbitration founded on evidence; the company would be competent to prove the great expense they were at.

1590. Should you object to the Post-office having the power to fix the conditions, the price alone being referred to the arbitrators, if provision were made against the Post-office requiring the company to execute any service which might endanger the safety of the public?—Not the price alone, because, as I said before, it is not the price alone, but it is whether the trade shall be carried on with regularity or irregularity.

1591. Supposing the Post-office to require a service of the railway company which disturbed the arrangement of the whole system, and consequently inflicted a great pecuniary loss upon the company, do you think that would be estimated and allowed for by the arbitrators?—It would be, of course, for the company to prove what that inconvenience or danger was.

1592. Do you think the Post-office would for any slight cause do such a thing, when they would have to pay the railway company an enormous sum for doing it?—I think that would be a great protection against their doing it, certainly.

1593. Mr. *Wallace.*] Suppose a contract made between the Post-office and the London and Birmingham Railway Company for the performance of the distance between London and Birmingham within a certain time, should you have any fear of the company being unable to perform that precisely within the time they contracted for?—No; of course they would exercise their judgment whether the time mentioned was practicable or not; I conceive it is practicable to convey the mails at the rate of 22½ or 25 miles along our line.

1594. You are quite confident of the locomotive power?—Yes; I believe that those engines are not so perfect as they will be shortly; all the delays on the railways up to this time have arisen from the imperfection of those machines in some small details, and the companies having commenced generally with an insufficient supply of engines; that is one of the chief causes, in my opinion, of the irregularities on all new railways.

1595. You state that it would be extremely inconvenient, if not impracticable, for the Post-office to be accommodated with special trains; is it your opinion that it would never do to permit the Post-office to require a greater speed to be performed than the best speed at which passengers are accommodated?—It would be almost impossible to permit a different speed; suppose a train has left London half an hour, and they are conveyed at the rate of 22½ miles an hour, there follows after that another train at the rate of 25 miles an hour, they would overtake the first before they arrived at Birmingham, unless it were so adjusted that it might just have reached before the other came up; all these arrangements can be appreciated accurately solely by the officers of the railway company; the Post-office might call for a special train being sent away at half-past ten, when the railway company had sent away one at a quarter-past nine.

1596. You think that the Post-office must endeavour to accommodate itself so far to the trains, as to be content with the speed of the best class of passengers' trains?—I think so; I think the chance of accident is almost in a similar ratio to the number of engines or trains passing during the same time; if the Post-office trains are to be separated from the others, such a number of special trains being sent, we know that that increases the ratio of accidents on the line.

1597. The object of the Post-office being to obtain the greatest speed that would be consistent with safety and punctuality, would not that be accomplished by requiring that the engines should not be so loaded as to prevent their performing the journey within the time?—The limit to the speed the engines would run would be 35 miles an hour; but I do not know that it would be safe to push them faster than at present; the company have made a contract for a certain speed, to run 22½ miles, or I think they may go 25 miles an hour.

1598. With whom have they made that contract?—Mr. Bury, of Liverpool.

1599. *Chairman.*] Do you think it would be safe for the Post-office to run its own engines?—The very same objection would apply; it is a division of establishment into two powers; there is a very great difficulty now whenever two companies come into contact with each other in making their arrangements; there is great difficulty in adjusting the measures between them; the same would apply between the Post-office and any other company.

1600. Do you consider that a railway company has practically a monopoly of that railway, as against the rest of the world?—No, I think not.

1601. Why

1601. Why not?—The fact is otherwise upon the Liverpool and Manchester; for engines belonging to different parties, coach proprietors and others, run upon the Liverpool and Manchester line.

1602. How many different parties?—I should think four or five parties.

1603. Is that found to be inconvenient?—It is; I believe it requires very nice adjustment.

1604. Lord *Granville Somerset.*] All those different parties are under the control of the company, are they not?—They are all subject to their bye-laws.

1605. Those bye-laws may be so stringent as to place all other parties under the immediate control of the company, may they not?—Yes, they are.

1606. Mr. *Baring.*] You know them to be so stringent?—Yes.

1607. Lord *Granville Somerset.*] There is no power of arrangement as to time left in the parties acting upon them with their own capital?—There is no case of that kind.

1608. It is not a matter of competition?—It is not.

1609. There are not the elements of free competition belonging to it, such as starting when they please, and going what pace they please?—No, there is not any element of that kind in it, nor do I think that it can exist.

1610. Mr. *Baring.*] How did the bye-laws interfere with it?—As to the times of departure with the trains.

1611. What is the nature of the bye-laws?—They are obliged to have engines of particular weight or construction; accordingly they have a power, if a party brings on an engine of a particular construction, to discharge it; if he brings on a carriage of a particular description they may discharge that, and they may regulate his speed; the limits he has are very small indeed; he must run at the speed agreed by the company, or thereabouts.

1612. Have the company the power of insisting they shall not start at certain times?—Yes; they confine them to start at certain times, or if they allow any latitude in starting, that is always subject to the consent of the officer on the station.

1613. Mr. *Easthope.*] Do you conceive that those stringent bye-laws are essential for the prevention of accidents?—I think, even strict as they are, they have not been found quite sufficient to prevent accidents.

1614. You think that they are essential for the prevention of accidents?—Yes, I think they are essential to prevent accidents.

1615. Without reference to profit?—Yes.

1616. You state that you have Mr. Bury's engines on the London and Birmingham road; are they of a different construction from the engines generally made?—They are made on the same general construction as those first used on the Liverpool and Manchester line, but not the same as they are now using; not only on the Liverpool and Manchester, but on the Grand Junction and other railways, they prefer engines with six wheels; these have four.

1617. In the present state of your information, is there practical evidence in favour of those engines as compared with others?—Not that I am aware of.

1618. On all the information you have got, which engine are you inclined to think is preferable?—I think an engine placed on six wheels is much safer.

1619. Why safer?—It will be very obvious, I suppose, if an axle break, or one of the wheels break, in a four-wheeled engine, it must come down, but in a six-wheeled engine one axle may break, and yet the engine not come down.

1620. You consider that those four-wheeled engines are most liable to accidents?—That is my opinion; but there is a difference of opinion in the profession.

1621. In the present state of your information, does not it seem that that is not matter of fact, but matter of opinion?—I believe it to be an absolute matter of fact; but there is a difference of opinion: I believe the engineers in general are of opinion in favour of six wheels.

1622. Mr. *Wallace.*] You allude to the advantages which have been obtained by railway companies from Parliament, and the conveniences they were in return to give to the public; is it in evidence at all that the railway companies can make bye-laws which may prevent the public using the railways?—I am not aware of that being in evidence.

1623. They have made bye-laws?—Yes.

1624. Do they make them under their Act of Parliament?—Certainly.

 1625. They

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1625. They have a right, by their Act, to make bye-laws?—Yes, unquestionably.

1626. Without discriminating the nature of those bye-laws?—There are some restrictions, I believe, as to the extent of the bye-laws in all the railway bills; there is a certain limitation put on the power of the directors for enacting bye-laws, describing them in very general terms.

1627. Mr. *Baring.*] Upon the first proposal of the Post-office, the directors of the Birmingham and London Railway Company declined to carry the mail at all during the night, did they not?—Yes, I believe they did, on my recommendation.

1628. Subsequent to that they agreed to carrying the mail by night?—The directors put it to me afterwards.

1629. Do not you know that they made a communication to the Post-office agreeing to carrying the mail by night?—I am not aware of their having acceded.

1630. Are you not aware of their having made a communication to the Post-office, that they would carry the mail by night, but they would carry no passengers?—Yes, they said it was extremely important that they should carry the mails at night.

1631. Did they make that communication?—Yes, they asked me whether they might do it; I said, No, you may take the mails at night at a moderate speed, say about 15 miles an hour, and accomplish that, perhaps, with little danger; but I protest against your carrying passengers at night until three months after our railway is opened.

1632. That was in consequence of that communication the offer was made to the Post-office to carry merely the bags?—Yes.

1633. And parcels and packages, but not passengers?—Yes.

1634. What is the latest time for your last railway-train starting from London?—Five o'clock.

1635. What time do they expect to get down to Rugby?—I know nothing of the arrangement proposed, except they are to keep clear of night travelling.

1636. How many hours are you in getting down to Rugby from London?—About six hours, I suppose.

1637. You start at five?—Yes.

1638. You have not opened to Rugby?—No; our last train at present is five o'clock; what the arrangements of the directors are as to the trains on our opening on the 26th I am not acquainted with.

1639. Are you not aware they mean to carry on their five o'clock train to Rugby?—No, I am not; I think it is very likely; but I do not think they will carry passengers; perhaps they may carry parcels.

1640. Are you not aware that the Post-office allege, that as you will go part of the night in the dark, they cannot see any reason why you cannot travel in the night for them also?—I am not privy to the correspondence; I am not aware of what has passed upon that subject.

1641. Lord *Granville Somerset.*] One of your great objections to travelling late at night is the impossibility of repairing the road?—Yes.

1642. You want a space of time for the repairs to be allowed for the doing it, particularly at the opening of a new line?—Yes.

1643. Mr. *Baring.*] It is equally objectionable for the mail-trains, whether it carries passengers or not?—Yes, but I urged the danger.

1644. Lord *Granville Somerset.*] Do you anticipate that, on the 25th of June, it will be safe for trains to leave London at eight, or half-past eight or nine, to go as far as the railroad is open?—Yes, that is my opinion.

1645. You will have no objection to the railway company contracting with the Post-office to carry the mails from the 25th of June, so far as it is opened?—No; my present impression is that, previous to that date, we shall be able to travel at night with impunity.

1646. That must depend upon the weather?—Yes; if we have a fine spring, I hope it will be earlier.

1647. But taking all contingencies, you think that, by the 25th of June, you shall be able to report to the directors that they may carry the mails at night with impunity?—Yes, I am quite positive they may by that time.

1648. When you say at night, do you mean taking twelve o'clock at night instead

instead of nine?—That is a point I have not thought of; I think that would be practicable.

1649. Do you think it would be safe to send off a railroad train at 12 o'clock at night, and that the railroad would be in a condition to do that safely?—Yes; I think it would imply the necessity of keeping the watchmen on all night.

1650. Mr. *Baring.*] At what time does your five o'clock train get to Tring now?—It may go in an hour and forty minutes.

1651. Mr. *Wallace.*] Can you state the hours at which it is intended to start trains, and the times of their arrival at Birmingham, after the 26th instant?—No, I am not aware that they are finally fixed; I should think not.

1652. Do you know how many they intend to start each day?—I think they spoke of three each way in the mornings, and three each way in the evenings.

1653. Do you not recollect the hours?—I never heard them mentioned; I have heard of some discussion with Mr. Chaplin as to the most convenient hours for leaving London; it was proposed to leave London at six o'clock in the morning with one train, and Mr. Chaplin said at six o'clock you will not get the London passengers to get up; that it was too early to start.

1654. Mr. *Baring.*] Your hours have been fixed with reference to the times in which it would be most convenient to take passengers?—That is the principle, decidedly.

1655. Lord *Granville Somerset.*] Are you cognizant of the orders given upon the Grand Junction Railroad to the engineers?—Not at all; I have nothing to do with that railway.

1656. Have you had reference to the orders given to the engineers on the Birmingham and London Railway?—I am aware of them, but they are more immediately under the direction of the contractor, Mr. Bury, under whose control the locomotive engine department is now.

1657. How long has he had that contract?—He entered into the contract previous to its opening.

1658. You are not at all aware of the orders given to their engineers as to the amount of load they may attach to the train?—That may be increased without impeding the velocity of the engine, for they generally run below their power, so that three or four carriages may be attached with impunity.

1659. Have you any report to make of the power and the weight?—Very particularly; those matters are stated in the London and Birmingham return; the time, the number of passengers, and the number of coaches; the time is put down at each station as it passes along.

1660. Is any observation expected or made by the engineers, as far as you are aware, with regard to the power of different engines?—No.

1661. Or if they failed in point of time, what is the cause of the accident?—If they fail in point of time, it is owing to the engines being too few in number, and their being obliged to work them when they want repair.

1662. Is that noticed by the engineer?—I think not; but the superintendent at the end of the line examines them, and if he finds that they are not fit to go out again he orders them into the repairing shop, and orders another out; but sometimes the number is insufficient to keep up that system, so that an engine which is imperfect is sent out again.

1663. Knowingly?—Yes, from necessity.

1664. Has not the number of passengers conveyed by your trains sometimes been very large?—Yes; in the outset, when the number of passengers was very great on the London and Birmingham Railway, we have had trains of 15 to 20, and 25 coaches. I remonstrated with the parties concerned, and urged that they should be limited, for that the engineer might run some risk if he attempted to get on with his train; that he might raise the steam beyond the safe power.

1665. Mr. *Wallace.*] How many in each coach?—The coaches hold 18 inside, and the second-class coaches from 25 to 30; they are all covered with an awning.

1666. Then the engineers have, at one time, overdone the power of their engines, and you remonstrated?—Yes, they exceeded what I thought desirable.

1667. Do you know what the orders now are?—I believe the trains are now limited to a very moderate amount; the largest trains are six coaches, and the engines are competent to run well, certainly, with eight coaches.

1668. There is a margin of two coaches?—Yes.

1669. Supposing at certain times an engine is capable of dragging eight coaches, are there not periods when that same engine would not be competent to

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drag so many with proper speed?—Those must be very singular instances; for instance, when the wheels are in a greasy state with a certain quantity of mud and dew mixed, then the speed of the engine is very much limited; but there are very few instances of that.

1670. You are aware that the railroad communication between Birmingham and Liverpool has been very unequal in point of time?—I understand it has.

1671. Has your attention been directed to the causes of that?—I believe it is mainly attributable to the small number, and the insufficiency in the power, of the engines.

1672. They have employed engines which are not capable of dragging the loads they have been called upon to drag?—I apprehend they were all nearly equal, in the first instance, but the engineer of that railroad is present.

1673. Mr. *Wallace.*] Does the contractor for the locomotive-power engine engage for a certain fixed pace within the hour?—Yes.

1674. Does it perform the distance regularly to the time?—Very regularly upon our line.

1675. Lord *Seymour.*] When you open the communication between London and Denbigh-hall, and from Rugby to Birmingham, how many engines shall you require to do the work between London and Denbigh-hall?—I should say four engines at each end ought to do the work.

1676. For how many journies in the day?—I am taking it three trains each way, morning and evening, that is six trains a day from London, and six from the other end.

1677. You think eight engines will be sufficient to do that?—Yes; eight in action; but we shall require, perhaps, eight at stations on the line to meet accidents.

1678. How many engines must you have in the district?—I should say three other engines, in a state ready to be applied, would be sufficient.

1679. Eleven engines would be sufficient for the work, and for allowing a certain number of them to be under repair?—No, not including those under repair; three would require to be kept, with the steam always up and ready at a moment's call.

1680. Estimating the casualties that would arise or not, how many engines do you think it would be necessary to keep for the performance of that?—Reckoning the number in operation at eight, I think the number kept should be 16: the number should be double that in active operation; I think that is the smallest calculation we can make.

1681. Are all your engines of the same power?—They are all of the same power on the London and Birmingham line; generally speaking, they will approximate very nearly to each other.

1682. What weight are they calculated to draw?—Our engines would be equal to 30 or 35 tons at 30 miles an hour on a level, or 100 tons at 20 miles an hour.

1683. Is that found to be the sized engine which it is most advantageous to work on a railroad?—It depends on circumstances; some railways would require more powerful engines than others; almost every railway would require a different consideration on that point.

Joseph Locke, Esq., called in; and Examined.

J. Locke, Esq.

1684. *Chairman.*] ARE you aware of the delays which have taken place in the transmission of the mails upon the Grand Junction Railway?—Yes, I am, of a great many of them.

1685. Have the goodness to state to the Committee to what you conceive those delays to be generally attributable?—They are generally attributable to the want of a sufficient number of engines.

1686. You think if there were a sufficient number of engines, the service could be executed with great regularity?—Perhaps never with perfect regularity, but with greater regularity than we have at present.

1687. What would be the impediments to perfect regularity in case of a proper supply of good engines being afforded?—Accidents only; we are always liable to those; and whenever we have an accident, we generally have detention.

1688. Is that not a considerable disturbing cause?—Yes; but with a good engine, if we have power to spare, we can make up for that; and with good engines

engines that is generally the case. The state of the rails must be taken into consideration: when the rails are slippery the power of the engine cannot move the load; that is an exception to the rule I have stated before.

1689. Has your attention ever been directed to what you conceive would be a proper and fair system for the Post-office or the railway companies to act upon with respect to the transmission of the mails?—I think a fair and equitable principle would be to refer the question to arbitration.

1690. By the question, do you mean the question of price, or the question of the nature of the service and the conditions?—The whole question.

1691. What inconvenience should you see in the Post-office fixing the nature of the service, and the subject of price alone being referred to arbitration?—I do not know that there is any objection to that. I think the Post-office might very safely have the power of stating at what times their mails should depart, but that the arbitrators should take into consideration the possible expense of running those trains; if the Post-office ask for a train in the middle of the night, for instance.

1692. The whole question of price being referred to arbitrators, who would have the power to make allowances for that, you think there is no objection to the Post-office making the conditions, the arbitrators fixing the price?—I see no objection to that.

1693. Do you think it likely, that in that case the Post-office would require a service that would seriously endanger the public travelling on railroads?—No; they would not endanger the public travelling on railroads; but the company not having a sufficient number of engines, they might seriously interfere with the conveyance of the persons travelling on the line, by calling for an engine whenever they thought fit.

1694. Do you think you want some sort of security against the Post-office doing that which could hardly be considered in the question of price, by the Post-office having to pay a large sum, if called for, for having disturbed the arrangements of the railway company?—I think so. I would mention an instance with regard to a special train, an express engine required by the Post-office; the mail was too late, an express engine was sent off after it; they were urging the engine at a very quick speed, I believe nearly 40 miles an hour, when the axle broke; now the expense of that reparation was far more than we received from the Post-office for a month; and I think there should be an instruction to the arbitrators, that any expense of that sort should fall upon the Post-office, and not upon the company; I should refer the whole question of cost to the arbitrators.

1695. Lord *Granville Somerset.*] What sort of arbitration do you conceive would be just between the Post-office on the one side, and the railway companies on the other?—The ordinary mode of arbitration. I do not know more than one mode, by the appointment of two referees and an umpire, parties conversant with and capable of forming a judgment, and giving evidence on particular facts.

1696. Do you think it would be better to have arbitrators in each particular case, and not any constituted authorities, to take all the questions referring to the railroads under their consideration?—I do not know; that is a new light; I have never considered that before; local information would sometimes be desirable; but I can conceive of a case where that kind of information is not essential.

1697. Might not local information be always attainable by the arbitrators, whether a permanent body or a local body?—Certainly.

1698. Would not a permanent body have this advantage, that they would more satisfactorily decide the general question, so far as the Post-office was concerned, by being better enabled to form a judgment what were the real necessities on the part of the Post-office, than if they were called on to arbitrate only on one particular occasion?—They would understand the subject better, no doubt.

1699. And there would be less difference of opinion than between arbitrators appointed for a special circumstance?—They would come to a conclusion sooner, and probably a more just conclusion.

1700. Mr. *Baring.*] Do you think, practically, there would be frequent occasions to go to arbitration?—There would be in the first instance, probably, but not afterwards. I am quite sure that the expense of these special trains is far more serious than the Post-office authorities have any idea of; but after a few of these

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these arbitrations, I think it would be so evident, there would be no further disagreement upon the subject.

1701. You think after the subject had been looked into, the Post-office would be inclined to settle the thing without the expense of arbitration?—I believe that; and I am sure the railway companies have received a great deal of public censure for the delays on the line which have been occasioned by the Post-office; had not the arrangements been made with the Post-office, I am sure our arrangement would have given very great satisfaction.

1702. Mr. *Wallace.*] How do you account for that?—By the nature of the loads. We started with six trains in the summer of last year, four of which carry mails; I suggested myself to the directors, three or four months ago, before the winter set in, the propriety of taking off one of those trains, for several reasons: one, that our engines did not come in so fast as we expected, and that the trains did not fill, and we were running at a loss; but the answer was, "We have made our arrangements with the Post-office, and must fulfil them."

1703. Mr. *Wallace.*] How many trains carry mails?—Four.

1704. Could not you take away the other two?—The other two are those only which stop at intermediate places; without those there would be great inconvenience.

1705. In your evidence in November last you stated that many accidents had happened to your engines?—I did.

1706. Since then has not the traffic of the Grand Junction Company increased?—It has.

1707. Have the engines been subjected to more accidents or less since that?—Much fewer.

1708. How do you account for that?—Because the weak parts of the engines were discovered, and have been replaced in a stronger way; now they cease to give way.

1709. An engine-building house was alleged to have sent out most of the engines which had met with those accidents?—Yes.

1710. Have similar accidents occurred with other engines from the same manufactory?—I think not since that.

1711. Lord *G. Somerset.*] What orders are given to your engineers as to the amount of weight they may attach to the several engines?—The engineers have no control whatever; it is for the conductor.

1712. What orders are given to the conductor?—I believe there is no order to the conductor to refuse a carriage, if it is a private carriage, and that is the only carriage he can meet with on the line; at each end of the line I know that they are generally very strict; but when they come to Stafford or Wolverhampton I believe they never refuse to take on a carriage. It might be extremely inconvenient if they did.

1713. Is the locomotive power calculated so as to allow that additional weight?—Yes. I have gone myself with 14 or 15 carriages from Birmingham to Liverpool in less than four hours and a half; I have also gone with seven or eight, and have not been able to do that in less than five hours and a half, in consequence of the state of the engine, in consequence of there being some little derangement in the machinery.

1714. You come back to your original proposition, that you have not sufficient engines on the road?—We were obliged to use engines that ought to have gone into the hospital to be repaired.

1715. Then any statement about the insufficiency of the engines must be attributed to the engines being out of order, and not to their power being too small for the loads they were to draw?—Certainly. I believe they are the most powerful engines that can be made. I have prepared a statement to show the absolute work of engines on the Grand Junction and on the Liverpool and Manchester Railways. When the Grand Junction Railway was opened, the scheme for travelling comprised six trips, making a total of 1,440 miles per day; short trips, 160; coke-train and spare engines, 200; total, 1800 miles per day. The number of engines on hand then was 16; (it is true this number is increased from 16 to 26; but then they have been increasing the goods, perhaps, but not in the same proportion.) At the same time the Liverpool and Manchester were running only 1,000 miles per day, and had upwards of 30 effective engines. We started with 1,800 miles per day, having only 16.

1716. Are

1716. Are your 26 all in good condition?—About 23 of them are in very good condition, and three of them are undergoing some substantial repair.

1717. Mr. *Wallace.*] Has any arrangement been made between the Post-office and the company, so far as you know, for the carrying of the mails after the 1st of April?—I do not know that.

1718. Does the Grand Junction Company require additional time for carrying the mails from what it did during the agreement which ended in January?—Yes, a quarter of an hour more in going down, and 25 minutes in coming up.

1719. They still insist upon that additional time?—Yes.

1720. Do you know whether that was agreed to?—I do not.

1721. Mr. *Greene.*] On a consideration respecting the arbitration, does it appear to you essential that the arbitrators should be themselves engineers?—No, I do not think it is; but I think it would be desirable, and I have no doubt they would be persons who would feel the value of engineering evidence.

1722. Mr. *Baring.*] Will there be any objection to appointing an officer in the department of engineers, though not a civil engineer?—I do not know; from education he would be a gentleman; he would understand the subject generally; but unless he was a practical man, who thoroughly understood the effect of engines on railways, he would not be a competent man; but I was looking to the appointment of a person who would take the evidence of practical men; if he was able to form a judgment on the accuracy or inaccuracy of the evidence he might call before him practical engineers.

1723. Mr. *Easthope.*] Do you think a great deal of the complaint now made and felt by the Post-office will cease when the railways are in a most perfect state of repair, and their machinery is better furnished; perhaps within the 12 months?—I have no doubt of it.

1724. Mr. *Wallace.*] What is the distance along the railway between Newton and Preston?—I think it is 22 miles.

1725. Are you acquainted with the gradients on that railroad?—Yes; I have understood there were several gradients of one in the hundred.

1726. What effect will they have in the conveyance of the mails?—I see no reason why the mails should not be carried on that line as well as on the London and Birmingham.

1727. Would you have the same opinion of the line to Lancaster?—Yes.

1728. Do you know when that line of railroad may probably be opened?—I am told by the end of this year probably.

1729. Is it intended to open it partially?—I am not aware.

1730. Mr. *Baring.*] You were present when the evidence of Mr. Stephenson was given; is it your opinion that, under the circumstances stated, it would be advisable for the Post-office to press a night-train at the present time?—I see no great objection to it if passengers are not carried, but I should be very sorry to enforce the carrying of passengers after such evidence as Mr. Stephenson has given of the insufficiency of the railroad.

1731. Your objection to enforcing the train arises from the risk to the lives of the parties to be conveyed?—Yes.

APPENDIX.

STATEMENT of the Arrival of the LONDON MAIL in *Edinburgh*, travelling partly by Railway and partly by Common Road, from 1 August to 9 December 1837, both days included.

THE time it ought to arrive at is 9. 23. A.M. The Mail for Dundee, through Fife, must be despatched from the Post-office at 10. 15. or 10. 20. at the latest, as it must be at Newhaven by 10. 30., at which time *precisely* the Steam-boat sails; and it requires about 15 minutes after the London Mail arrives for assorting and despatching. Therefore, when the London Mail is later in arriving than 10. 5. or 10. 10., the *Dundee* Mail must proceed without the London bags. But as the *Perth* Mail can at all times command a boat at Queensferry, it waits for the London bags.

1837:		H.	M.	1837:		H.	M.	1837:		H.	M.
August 1	Tuesday -	9	21	Sept. 14	Thursday	9	41	October 28	Saturday	9	40
2	Wednesday	9	35	15	Friday -	9	33	29	Sunday -	9	40
3	Thursday	9	40	16	Saturday -	9	44	30	Monday -	9	35
4	Friday -	9	30	17	Sunday -	9	54	31	Tuesday -	9	25
5	Saturday	10	13	18	Monday -	9	42	Nov. 1	Wednesday	9	40
6	Sunday -	9	52	19	Tuesday -	9	43	2	Thursday	9	51
7	Monday -	9	48	20	Wednesday	9	54	3	Friday -	9	33
8	Tuesday -	9	25	21	Thursday	9	30	4	Saturday	9	42
9	Wednesday	9	14	22	Friday -	9	32	5	Sunday -	9	27
10	Thursday	9	42	23	Saturday -	9	35	6	Monday -	9	45
11	Friday -	9	54	24	Sunday -	9	27	7	Tuesday -	9	27
12	Saturday	9	41	25	Monday -	9	33	8	Wednesday	9	51
13	Sunday -	9	25	26	Tuesday -	9	30	9	Thursday	9	36
14	Monday -	9	43	27	Wednesday	9	21	10	Friday -	9	29
15	Tuesday -	9	22	28	Thursday	9	39	11	Saturday	9	33
16	Wednesday	9	56	29	Friday -	9	32	12	Sunday -	9	52
17	Thursday	9	37	30	Saturday	10	0	13	Monday -	9	25
18	Friday -	9	31	October 1	Sunday -	9	45	14	Tuesday -	9	25
19	Saturday	9	51	2	Monday -	9	54	15	Wednesday	9	47
20	Sunday -	9	37	3	Tuesday -	9	31	16	Thursday	11	10
21	Monday -	9	40	4	Wednesday	9	47	17	Friday -	9	19
22	Tuesday -	9	26	5	Thursday	9	51	18	Saturday	11	7
23	Wednesday	9	28	6	Friday -	9	22	19	Sunday -	9	35
24	Thursday	9	32	7	Saturday -	9	45	20	Monday -	10	4
25	Friday -	9	30	8	Sunday -	10	22	21	Tuesday -	9	17
26	Saturday	9	30	9	Monday -	9	14	22	Wednesday	10	20
27	Sunday -	10	3	10	Tuesday -	9	25	23	Thursday	9	29
28	Monday -	9	25	11	Wednesday	9	25	24	Friday -	9	33
29	Tuesday -	9	11	12	Thursday	9	19	25	Saturday	9	57
30	Wednesday	9	22	13	Friday -	9	30	26	Sunday -	9	57
31	Thursday	9	45	14	Saturday	9	48	27	Monday -	9	55
Sept. 1	Friday -	9	56	15	Sunday -	9	20	28	Tuesday -	10	26
2	Saturday	9	55	16	Monday -	9	40	29	Wednesday	9	57
3	Sunday -	9	34	17	Tuesday -	10	58	30	Thursday	9	57
4	Monday -	9	32	18	Wednesday	9	45	Dec. 1	Friday -	9	47
5	Tuesday -	9	26	19	Thursday	9	43	2	Saturday	10	13
6	Wednesday	9	29	20	Friday -	9	41	3	Sunday -	9	56
7	Thursday	9	30	21	Saturday	9	45	4	Monday -	11	0
8	Friday -	9	28	22	Sunday -	9	40	5	Tuesday -	9	50
9	Saturday	9	38	23	Monday -	9	46	6	Wednesday	10	3
10	Sunday -	9	37	24	Tuesday -	9	40	7	Thursday	10	0
11	Monday -	9	27	25	Wednesday	10	14	8	Friday -	10	29
12	Tuesday -	9	26	26	Thursday	9	32	9	Saturday	10	12
13	Wednesday	9	32	27	Friday -	9	32				

William Galloway, Accountant in Edinburgh, being solemnly sworn, depones that what is stated above is a true copy taken from a journal kept by him of the arrival of the London Mail at Edinburgh, from the 1st day of August to the 9th day of December 1837, both days included; and that to the best of his knowledge and belief the time is accurately entered.

Wm. Galloway.

J. G. Craig, of Riccarton, Bart. one of Her Majesty's Justices of the Peace for the County of Edinburgh.

AN ACCOUNT showing the Time it would take to reach the following Places when the Railway is open the whole way to *Liverpool, Manchester,* and *Lancaster,* travelling at the rate of 20, 22½, 30, 35, and 40 miles an hour by Railway, and 10 miles an hour by Common Road; also showing the periods the Mails-Bags would arrive at each place conveyed at the above-named rates of speed, starting from the London and Birmingham Railway Station, at *Euston-grove,* at 8. 30. P.M.

	Distances from Euston-grove.		Total Distance	At 20 Miles.	At 22½ Miles.	At 30 Miles.	At 35 Miles.	At 40 Miles.
	By Rail-road.	By Common Road.						
	Miles.	M. F.	M. F.	H. M.	H. M.	H. M.	H. M.	H. M.
*Liverpool - - -	209	- -	209 –	10 27	9 17	6 58	6 –	5 14
Manchester - - -	209	- -	209 –	10 27	9 17	6 58	6 –	5 14
Lancaster - - -	246	- -	246 –	12 18	10 56	8 12	7 2	6 9
†Dublin - - -	- -	- -	- -	23 27	22 17	20 –	19 –	18 14
Allow 13 hours from arrival at Liverpool to arrival at Dublin.								
Edinburgh - - -	246	160 6	406 6	28 22	27 –	24 17	23 7	22 14
Glasgow - - -	246	161 3	407 3	28 25	27 2	24 21	23 11	22 18

ARRIVALS of MAIL-BAGS leaving *Euston-grove* Station at 8. 30. P. M.

	20 Miles an Hour.	22½ Miles an Hour.	30 Miles an Hour.	35 Miles an Hour.	40 Miles an Hour.
	H. M.	H. M.	H. M.	H. M.	H. M.
Liverpool - - - - -	6 57 A.M.	5 47 A.M.	3 28 A.M.	2 30 A.M.	1 44 A.M.
Manchester - - - - -	6 57 –	5 47 –	3 28 –	2 30 –	1 44 –
Lancaster - - - - -	8 40 –	7 26 –	4 42 –	3 32 –	2 39 –
And the following places as under, allowing one hour for stoppages:					
Dublin - - - - - -	8 57 P.M.	7 47 P.M.	5 30 P.M.	4 30 P.M.	3 44 P.M.
Edinburgh - - - - -	1 52 A.M.	12 30 midnt	9 47 –	8 37 –	7 44 –
Glasgow - - - - -	1 55 –	12 32 –	9 51 –	8 41 –	7 48 –

* The distances are taken from Euston-grove; to find out those from the General Post-office is to add two miles, the distance from the Post-office to Euston-grove station.

† As regards Dublin, the distance from the General Post-office, London, to General Post-office, Dublin, may be seen as under:

	M.	F.
General Post-office, London, to Euston-grove - -	2	0
Euston-grove to Liverpool, by railway - - -	209	0
Estimated distance from Liverpool to Kingstown -	120	0
Kingstown, by railway, to Westland-row station -	6	0
Westland-row station to General Post-office, Dublin -	0	6
TOTAL - - -	337	6

18 December 1837. *Geo. Louis.*

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Express Engines. Terms on which the Grand Junction Railway Company have agreed to furnish express engines in case the mails arrive late at Birmingham, *Maberly* 1153.

F.

Fares. The directors might raise the fares if it was found to save expense, *Chaplin* 1069——Railway fares compared with inside and outside fares on coaches, *Chaplin* 1070, 1071——If the railway fares were too high the competition of the road would be revived, *Chaplin* 1071–1074——Lower fares will change the habits of the people, and increase travelling, which it is the object of the directors to encourage, *Chaplin* 1075–1079——The fastest coaches paid best, although the cheap coaches had better loads, *Chaplin* 1079.

Follett, Sir *William.* See *Sunday Mails.*

Frost. Makes the rails glassy, and the engine-wheels slip round without propelling the carriage, *Pim* 648.

G.

Glyn, George Carr. (Analysis of his Evidence.)—Chairman of the Directors of the Birmingham Railway Company; attended a meeting lately at Birmingham, 1231–1233——A resolution proposed by Mr. Sturge prohibiting Sunday travelling was negatived, and an amendment proposed limiting it to public necessity, 1234——The service of the Post-office would be included, 1235–1238——Inconvenience of permitting the Post-office to start a train at any time without reference to the appointed passenger-trains, 1239–1243——The passengers must be detached from the Post-office engine, because the time may not suit them, 1244——The Post-office might have passenger-trains of its own, subject to the control of the directors, 1245, 1246——It will not answer the purpose of individuals to act as carriers; they must find stations for themselves, 1247–1250——And purchase the land by private agreement, 1251–1254——Competition would be inconvenient, and dangerous to the public; accidents could not be prevented, 1255–1261.

If the mail trains on Sunday carried passengers all the arrangements of the Company must be altered, 1262, 1263——Railway Companies are bound to exercise their powers

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Glyn, George Carr. (Analysis of his Evidence)—*continued.*

for the convenience of the public on Sundays; this principle will be carried out by the directors of the Birmingham Railway, 1264–1267——In making arrangements with the Post-office, there are no data on either side on which fair terms can be estimated, 1268–1270——It would not be unfair to compel the companies by morning trains to carry the guard and bags at a sum proportionate to a certain number of passengers, 1271, 1272——The Birmingham Company are only anxious to gain information; they do not seek a profit in the conveyance of mails, 1273–1275——Weight as well as space should be taken into calculation; the Post-office have made no proposition, 1276——The Post-office ought to pay toll; railways are supported by a body of proprietors; roads are maintained by travellers and the landowners, 1277–1280.

When other railways are opened trains will be passing on the Birmingham every hour or half hour; and if the Post-office had power to start a train at a different time, the whole arrangements would be embarrassed, 1281–1284——There will be no difficulty in accommodating them when the whole line is opened, 1285, 1286——The Company do not wish to undertake night travelling for six months, in order to avoid accidents; the public do not seem at present to like night travelling, 1287–1295——The hour of starting for the mails will most probably be permanent, and the public will adapt themselves to it, 1296–1298——If trains offer themselves from a distance on Sunday at any hour, they will be received, 1299–1301——The Grand Junction Railway is deficient in locomotive power, their engine-builders have failed in their supply, and the stoppage of the canals has brought heavy goods to the railway, 1302–1303.

The Companies will be amenable to public opinion, and will afford the greatest accommodation to the Post-office compatible with public convenience, 1304–1307——The Post-office ought not to have made arrangements with the Grand Junction for six months, 1313——The same kind of contract should be entered into with Railway Companies as with mail contractors, 1315, 1316——The Birmingham Company would be able to keep its engagements; it has an ample supply of locomotive power; speed proposed, 1317–1322——Night trains may go at the same speed when the line has arrived at a proper degree of consistency, 1323——The gradients are favourable, but 30 miles an hour is considered too great a speed, 1324, 1325——The Post-office have pressed the Company to establish night trains against the opinion of their engineer, 1326, 1327——Mr. Stephenson remonstrated strongly against the starting of a mail-train even without passengers, 1328–1333.

Points of dispute between the Post-office and Railway Companies might be left to arbitration; if they refused this, they must be compelled by Parliament to submit, 1334–1339——Increase of speed increases the wear and tear of the rails and locomotive power, 1340——Competitors will be driven off the line of road, 1341——The Post-office should guard against the speed being slackened by penalties, 1342–1344——Turnpike-roads and railways compared, with reference to the propriety of exempting the mails from toll, 1345–1367——The embankments on the Birmingham Railway have subsided greatly; it will be dangerous to travel at night on the new embankments, 1368–1374——If any Railway Company were to make regulations, which would interfere with the public service, the Legislature is bound to provide against them, 1375–1379.

The Post-office must conform itself to the speed which is considered best for passengers, and the Railway Company will accommodate the hour of starting, 1380–1384——It is highly improbable that the public should agree to a disturbance of Sunday travelling; the Grand Junction Company has determined to suit the public convenience, 1385, 1386——The Act limits the tolls on the Birmingham, but not the amount of profit, 1389, 1390——Distance from Denbigh Hall to Rugby; the whole line will be opened in November, 1391, 1392——The taking up and putting down bags will not be inconvenient to passengers, 1393, 1394——The directors will be willing to arrange for a night-mail train directly the engineer reports that it may be done with safety, 1395.

Glyn, George Carr. His letter to the Chairman of the Committee relative to arrangements between the Birmingham Railway and the Post-office, *Boothby* 393.

Goods. If the charge on the railroad is the same as on canals, the goods will go by the railroad; if higher, the lighter goods only requiring haste would be sent, *Baxendale* 1125–1127——A moderate speed is sufficient for most of the goods, but when there are quicker modes of conveyance the public will require the benefit of them, *Baxendale* 1128–1130——The price for conveying heavy goods is too low to remunerate; the deficiency must be made up by an increased price on parcels and light goods, *Stephenson* 1476——The rate of charge for heavy goods, lime, &c. has been fixed low by the Acts, for the encouragement of persons through whose lands the railways pass, *Stephenson* 1499–1510——A regular customer, sending parcels daily, should be accommodated more cheaply than the sender of a chance parcel, *Stephenson* 1511–1515——The ratio between the prices paid for parcels, and other classes of goods, is equitably arranged, *Stephenson* 1531, 1532.

Gradients. See *Locomotive Power.*

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Grand Junction Railway:

1. *Generally.*
2. *Negociations with the Post-office.*
3. *Causes and Extent of Delays.*

1. *Generally:*

Has already been a very profitable concern, *Moss* 509——Original capital, and money borrowed; price of shares, and expected dividend, *Earle* 860–866——The railway does not extend beyond Newton; the Grand Junction, and the Manchester and Liverpool Companies, have made arrangements between themselves for the remaining distance, *Louis* 128–133——The Company have the power of travelling on a portion of the Manchester and Liverpool, except on Sundays, *Moss* 401–405——The Company are bound by the Act to keep the railway in repair; it is their interest to do so, *Moss* 510–513——The railway would be shut up if it did not pay, but it is scarcely possible it should not pay the expense of repairs, *Moss* 514–517——The opening of this railroad will lose seven mail-coaches to the Post-office, *Maberly* 3–4.

2. *Negociations with the Post-office:*

Present prices (December 1837) at which the mails are carried; average weight of letters transmitted; number of trips, *Maberly* 19–24——Terms at which the company are willing to contract, after 5th February 1838, for the conveyance of letters, *Maberly* 35–37——Terms proposed to be adopted by the Post-office, and now under consideration (December 1837), *Maberly* 37–39——Copy of the draft agreement between the Post-office and Mr. Moss, the chairman of the directors, *Louis* 139——In case the Post-office should become their own carriers, the company are willing to take less tolls than they can legally demand, *Louis* 151–153——Arrangements as to day and night trains; determination of Mr. Moss to have the same price for the grand dispatch, whether sent by night or day, *Louis* 174–187——Points on which the terms proposed to the Post-office appear exorbitant, *Maberly* 79, *Louis* 188–190.

By the new contract it is proposed to prolong the time of each journey, *Louis* 274, 275——The calculations of expense have been made by taking that of the Manchester and Liverpool, *Moss* 561–568——The company would be willing to submit the terms to be made with the Post-office to arbitration, and to let their accounts be examined, *Moss* 578–581, *Earle* 714——Heads of the contract submitted by the Post-office to the directors, *Moss* 582–585——Objections: penalty on not arriving within a fixed time; power of the Post-office to alter the hours of despatch; they all, in fact, resolve themselves into a question of price, *Moss* 589–601——It is very probable that the prices now demanded may be reduced, *Moss* 602–611——Probable amount of yearly payment under the new contract, and extent of accommodation afforded, *Earle* 676–678——The contract would be profitable to the company; the night-train is unprofitable, *Earle* 683, 684——Rate charged to the Post-office and for gentlemen's carriages compared, *Earle* 867–877.

Agreement entered into with the Post-office since Christmas; the contract has not been completed, because the opening of the London and Birmingham will alter the time of starting, *Maberly* 1149, 1150——The Post-office cannot alter the time; the trains are partly special and partly ordinary; sum to be paid for express engines; times of starting, *Maberly* 1151-1155——Copy of the agreement 28th December 1837, *Ev. p.* 98——The penalty for delays is 500*l.*, *Maberly* 1180–1187.

The Post-office ought not to have made arrangements with the Grand Junction for six months, *Glyn* 1313——The arrangements of the company would have given satisfaction to the public, if they had had nothing to do with the Post-office, *Locke* 1701–1704.

3. *Causes and Extent of Delay:*

The post deliveries have been very irregular since the opening of the railway, *Maberly* 94——Statements showing the nature and amount of the irregularities between Manchester and Birmingham, and Manchester and Liverpool, *Maberly* 95–102——The delays are often occasioned by taking too heavy loads; representations of the Post-office to the company, *Maberly* 103–112——The irregularities which have occurred are to be attributed to the incompleteness of the arrangement, *Louis* 266–269——The directors have made every exertion to secure punctuality, and meet the wish of the Post-office, but their means are not yet matured, *Louis* 281–288——The want of punctuality has been occasioned by the deficiency of engine power and the uncertainty of loads, *Boothby* 359–363——Accidents to the engine and heavy trains, impeding the mail trains, *Moss* 496–504——Table of arrivals of 560 mail trains at Liverpool, Manchester and Birmingham respectively, *Earle* 690–693——Present complement of engines; number contracted for; greater regularity will be ensured when the number is completed, *Earle* 696–703.

The company agree to take the mails with perfect regularity after 5th of February under penalty, delays will be continually decreasing, *Earle* 704–708——Considerations

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Grand Junction Railway.—3. *Causes and extent of Delay*—continued.

of expense have not delayed the mails, *Earle* 793–795——The axletrees of the engines were made of brittle iron, *Locke* 921——The service under the last agreement has been performed most irregularly; threatened legal proceedings; correspondence with the directors, *Maberly* 1157–1158——Difficulty of ascertaining whether heavy loads have been the cause of delay; correspondence of the directors and Mr. Louis on the subject, *Maberly* 1159–1166——There has been a deficiency in locomotive power, their engine-builders have failed in their supply, and the stoppage of the canals has brought heavy goods to the railway, *Glyn* 1302, 1303.

There are not a sufficient number of engines, and they are of unequal power and insufficient; sometimes they have been too heavily laden, *Salt* 1407–1415, *Stephenson* 1670–1672, *Locke* 1684–1686——The time is not kept as well as by mail-coaches; the "Lynx" engine has been regular, the "Saracen" irregular; there has been snow on the rails sometimes, *Salt* 1416–1421——Examination of the time-bill; causes of delay on particular days; remonstrances of the guard against the heavy weights attached to the engine, *Salt* 1437–1453· 1471, 1472——Time has been kept a few days; more goods have been sent since the frost, as the canal was stopped, but delays occurred before the frost, *Salt* 1457–1460——Accidents and slippery rails will be the only impediments to perfect regularity when there are engines enough, *Locke* 1687, 1688——The number of accidents to engines have decreased of late, *Locke* 1705–1710——The conductor regulates the weight to be attached; private carriages are never refused, *Locke* 1711–1713.

See also *Accidents.* *Alleard,* Mr. *Bury,* Mr. *Chorley,* Mr. *Express Engines.* *Locomotive Power.* *Louis,* Mr. *Mail Contractors.* *Moss,* Mr. *Post-office Trains.* *Richmond,* Duke of. *Special Trains.* *Sunday Mails.* *Sunday Travelling.*

Grand Junction Railway Bill. See *Richmond,* Duke of.

Greenwich Railway. Is used for the twopenny-post; sum charged; rate per mile, *Maberly* 125.

Guards. The guards of the mail-trains are not acquainted with engineering; the old mail-coach guards are absorbed in the new establishment, *Maberly* 1167–1182——Number employed on the Grand Junction; number of journies performed by them each week, *Salt* 1463–1466.

Heavy Trains. See *Accidents.*

Holyhead Mail. In summer, usually arrives at Kingstown at six in the morning, but in winter sometimes does not arrive till night, *Pim* 635.

See also *Dublin and Kingstown Railway.*

Horne, Benjamin Worthy. (Analysis of his Evidence.)—Coach proprietor; carries six mails daily, besides the foreign mail, 1088, 1089——The Woodside and Chester mail is continued; it is the only coach on the road; the railway runs parallel with it, and when the London and Birmingham is completed it must be given up, 1090–1096——The public are more careful of their time than their money; the fastest coaches always pay best, 1097–1099——The railway will supersede the old mode of travelling, both as to speed and cheapness; the business of coach proprietors will be annihilated, 1098–1100——Persons unconnected with railways will not become carriers of passengers; they would work under a disadvantage of 25 per cent., 1101–1103——Pickford & Co. have conveyed goods; the directors are willing to have the trade brought upon the railways when going beyond the termini, 1105, 1106.

K.

Kingstown and Dublin Railway. See *Dublin and Kingstown Railway.*

L.

Leek and Macclesfield Mail. Has been discontinued since the opening of the Grand Junction Railway; many memorials have been presented to the Postmaster-general on the subject, *Maberly* 5. 7.

Lees, Sir *Edward.* His representations respecting the delay in the Edinburgh and Glasgow mails, *Louis* 231–234.

Leighton Buzzard. Insecure state of the embankments of the London and Birmingham Railway near Leighton Buzzard, *Glyn* 1368–1374.

Levels. See *Repairs.*

Liverpool and Bristol Mail. See *Bristol and Liverpool Mail.*

Liverpool and Manchester Railway. See *Manchester and Liverpool Railway.*

Liverpool and Shrewsbury Mail. See *Shrewsbury and Liverpool Mail.*

Locke,

Locke, Joseph. (Analysis of his Evidence.)—Civil engineer; railways with which he has been connected, 878–880——Difficulty of making a fair arrangement between the Grand Junction and the Post-office; inconvenience of detaining trains for the mail, 881–885——Stoppages likely to occur at Birmingham, in case of trains going from London to Manchester arriving after their time, 886–893——Three trains a day might be sent right through from London to Liverpool, independent of the trains for shorter distances, 894–899——Necessity of punctuality in starting from Birmingham, 900–904——The journey from London to Liverpool may be done in 10 hours; the rate of 20 miles an hour might easily be guaranteed, 905–910——Delays occasioned at stations by taking in and setting down passengers, 911, 912.

In the present imperfect state of knowledge respecting railways, no permanent arrangement could be made with the Post-office; but the companies would submit to arbitration, and desire fair terms, 913–917——The heavy trains are less liable to accidents than the fast ones, 918, 919——High speed increases wear and tear; in calculating the relative expense of different rates of speed, the cost of accidents must be reckoned, 920, 922, 923——The axletrees of the engines on the Grand Junction were made of brittle iron, 921——The expenses of railroads are usually calculated at 50 per cent., taking the experience of the Manchester and Liverpool as the foundation, 922–931——Engines running 100 miles are subject to accidents of a different nature from those that affect engines running only 30; these will not occasion delay after more experience, 932, 933——Assistant-engines should be stationed along the line to accelerate trains behind the time, by reason of heavy loads or bad weather, 934–942.

The company could carry the mails for less money than the Post-office, even without tolls, 943——The Grand Junction has wider embankments than the Manchester and Liverpool, and protecting mounds, 944——Comparative economy of light and heavy rails, and distance of sleepers, 945–948——No general rule can be applied to different railways in estimating the annual cost; the traffic, distance, speed, nature of each line, &c., must be considered, 949-956——Want of capital, and imperfect information, make persons unwilling to become carriers on railways, 957——A much larger capital would be required if there were separate establishments of engines, 958–961——The tolls chargeable on railways have been fixed in each case, upon good grounds; no general maximum has been established, 962–966.

Effect of snow in obstructing trains on railways; sand must be thrown upon the rails, or the wheel will not bite, 967–975——The Post-office will not be obliged to have separate conveyances; no difficulty in combining the conveyance of the mails and passengers, 976–978——Effect of interrupting railway communication on Sunday, 979——No serious difficulty or expense will be incurred in night travelling; there may be more accidents, 980–987——There are some carriers of goods on the Manchester and Liverpool, but their establishments would not serve for passengers, 988–992——If the business were divided amongst many it could not be done with the same profit or punctuality as if executed by one, 993——Agrees with Mr. Stephenson as to the necessity of not opening the London and Birmingham Railway for night trains for some months, 994, 995.

[Second Examination.]—The delays on the grand junction are attributable to the want of a sufficient number of engines, 1684–1686——Accidents and slipping rails would be the only impediment to perfect regularity when there are engines enough, 1687, 1688——There would be no objection to leave the terms of arrangement between the Post-office and railway companies to arbitration; the Post-office to settle the services, the arbitrators the price, 1689–1692——The Post-office would not be likely to endanger the public travelling, 1693——The expense of repairing a post-office engine, in case of accident, should fall upon the Post-office, 1694——The appointment of permanent arbitrators may be preferable to special arbitrators in each case, 1695–1699——When the expense is ascertained there will not be necessity for frequent arbitrations, 1700, 1701.

The arrangements of the Grand Junction would have given satisfaction to the public if they had had nothing to do with the Post-office, 1701–1704——The number of accidents to engines have decreased of late, 1705–1710——The conductor regulates the weight to be attached; private carriages are never refused, 1711–1713——Effective strength of engines on the Grand Junction, and Manchester and Liverpool lines, and number of miles travelled daily, 1714–1716——It is not absolutely necessary that an arbitrator should be a civil engineer, if capable of weighing the evidence, 1721, 1722——The mails may be carried as well on the Newton, and Preston, and Lancaster lines, 1723–1729——The carrying of passengers at night, on the first opening of the Birmingham line, should not be enforced, 1730, 1731.

Locomotive Power. Statement of expenses thereof, exclusive of prime cost, interest of money, expense of carriages, &c., extracted from report of Manchester and Liverpool Railway Company, *Boothby* 302-310——Average weight carried by the locomotive engines, *Boothby* 312, 313——The expense of locomotive power is increased by the square of the velocity; the most economical speed is 10 or 12 miles an hour, *Boothby* 314, *Earle* 791, 792——Increase of speed increases the wear and tear both of the rails and

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Locomotive Power—continued.

and locomotive power, *Glyn* 1340——The expense of locomotive power will depend upon the cost of fuel, the gradients, the loads, and the speed, *Boothby* 324, 325——Wear and tear is calculated at 25 per cent., *Boothby* 329–331——New engines require more repairs than others, *Boothby* 327, 328——High speed increases wear and tear; in calculating the relative expense of different rates of speed, the cost arising out of accidents must be reckoned, *Locke* 920. 922, 923——Engines running 100 miles are subject to accidents of a different nature from those that affect engines running only 30; these will not occasion delay after more experience, *Locke* 932, 933.

Engines generally run below their power, and three or four more carriages will not impede their speed; engines out of repair are sent for want of others, *Stephenson* 1655–1663——Too many coaches were attached at the first opening of the Birmingham Railway, *Stephenson* 1664–1668——There are few instances in which the power of the same engine will vary, *Stephenson* 1669——Different railways will require engines of different power, *Stephenson* 1683——An insufficient supply of engines has been the chief cause of irregularities on new railways, *Stephenson* 1593, 1594——It is better to send two engines with a heavy load than to divide the train, *Earle* 691——Effective strength of engines on the Grand Junction, and Manchester and Liverpool lines, and number of miles travelled daily, *Locke* 1714–1716.

See also *Bury*, Mr. *Carriers. London and Birmingham Railway. Manchester and Liverpool Railway.*

London and Birmingham Mail. The contract between the Post-office and the mail contractor is determinable on two months notice, *Chaplin* 1040——The railway have refused to take the mails at first; the hour of dispatch must be altered, or the mail-coach continued at a great expense, *Chaplin* 1041, 1042.

London and Birmingham Railway:

1. *Generally.*
2. *Arrangements with the Post-office.*
3. *Supply of Locomotive Power.*

1. *Generally*:

Distances on the line when to be completed, *Boothby* 367, 368——The whole will be completed in September; it will be unsafe to work the line by night for four months after it is opened, *Boothby* 373–378——The embankments have subsided greatly; it will be dangerous to travel at night on the new embankments, *Glyn* 1368–1374——The embankments are the worst at the London end of the line; the Wolverton embankment will subside for two years, *Stephenson* 1563–1567——The Act limits the tolls, but not the amount of profit, *Glyn* 1389, 1390——The Company would be able to keep its engagements with the Post-office; they have an ample supply of locomotive power; speed proposed, 22½ miles, *Glyn* 1317–1322——The gradients are favourable, but 30 miles an hour is considered too great a speed, *Glyn* 1324, 1325——Speed intended at the first opening of the line and afterwards, *Stephenson* 1577–1580——The distance is regularly performed; number of engines requisite to work the trains between London and Denbigh Hall; their power, *Stephenson* 1675–1682.

2. *Arrangements with the Post-office:*

The Post-office have not yet entered into any arrangements (December 1837), *Louis* 262, 263——Any contract will provide for the conveyance of the mail by road from Denbigh Hall to Rugby, *Maberly* 1211–1217——Distance from Denbigh Hall to Rugby; the whole line will be opened in November, *Glyn* 1391, 1392——When other railways are opened, trains will be passing on the Birmingham every hour or half hour: and if the Post-office had power to start a train at a different hour, the whole arrangements would be embarrassed, *Glyn* 1281–1284——The Post-office will be accommodated without difficulty when the whole line is opened, *Glyn* 1285, 1286——The Company are only anxious to gain proper information before they conclude any arrangements with the Post-office; they do not seek a profit on the conveyance of mails, *Glyn* 1273–1275——Witness's construction of Mr. Glyn's evidence concerning the profit desired by the Company on the transmission of mails, *Stephenson* 1533–1536——Witness shall recommend the directors to adopt the hour of eight in the evening for the departure of the mails, *Stephenson* 1576——Trains will travel after dark; by 25 June the night-mails may be taken with safety, *Stephenson* 1634–1643.

3. *Supply of Locomotive Power:*

Terms of the contract for the supply of locomotive power, *Boothby* 338–341——The company provide the capital, the contractor is charged with the interest, the gatemen and police are paid by the company; number required, and their wages, *Boothby* 342–348——Pickford & Co. have concluded an arrangement with the company for carrying merchandize on the railway, *Boothby* 380–383——Every person holding land adjoining the

London and Birmingham Railway—3. *Supply of Locomotive Power*—continued.
the railway is authorized by the Act to have free access, *Boothby* 384, 385——He could not use the stations of the company, but might have stations of his own, *Boothby* 388——No opposition would be offered to persons wishing to establish trains on the railroad, *Boothby* 391, 392.

See also *Leighton Buzzard. Locomotive Power. Mail Contractors. Richmond,* Duke of. *Stephenson,* Mr. *Sunday Mails.*

London and Birmingham Railway Bill. See *Richmond,* Duke of.

London and Birmingham Road. The state of the roads have not been such as to justify any great delay in the arrival of mail-coaches, *M'Neil* 999, 1000——Improvements near Weedon; increase of tolls, the expense will be defrayed by the local traffic, *M'Neil* 1000-1020.

London and Liverpool Mail. Three trains a day should be sent right through from London to Liverpool, independent of trains for shorter distances, *Locke* 894-899——The whole distance may be done in 10 hours; the rate of 20 miles an hour may be safely guaranteed unless there are stoppages, *Locke* 905-912——No arrangements have been made for the conveyance of the mails between the unfinished termini of the Birmingham Railway, *Chaplin* 1036, 1037——If the mail-coach is continued from London to Birmingham great expense will be incurred, *Chaplin* 1038, 1039.

London and Liverpool Road. It is found that passengers universally prefer the railway to coach, even in its present unfinished state, *Chaplin* 1025-1028——The price of parcels is greater than before, including the delivery, *Chaplin* 1029-1032.

Louis, George. (Analysis of his Evidence.)—Surveyor and superintendent of mail-coaches, 126——Has been lately engaged in endeavouring to effect arrangements with the Grand Junction Railway for the conveyance of mails, 127——Places to which the agreement extended; the Grand Junction and the Manchester and Liverpool have made arrangements between themselves, 128-133——Witness was sent to communicate with Mr. Moss, Chairman of the Grand Junction Company; he considered the terms proposed too high, 134-138——Copy of the draft agreement, 139——The point particularly argued by witness was that the remuneration by passengers should go to the reduction of the charge to the Post-office, 140, 141——Calculations of the cost of special trains; expense of night-trains is greater, 142-145——Cost of engine, fuel, and wages, in case the Post-office should employ an engine of its own, 146, 147——Some time must be allowed for repairing the railroad; the Post-office could not dispatch trains whenever they pleased, 148-158.

The Company are willing to take less tolls than they can legally demand, 151-153——The expense of night travelling is occasioned by the police establishment, &c. 154-156——If the Post-office were to determine to be their own carriers some legislative enactment would be necessary to protect them, 158-160——Night travelling may be expected on a railway, so as to remunerate the companies, when long lines are established, 161-163——This induced witness to press Grand Junction Company to reduce the charge for night-trains, 164——He did not enter into any calculations, or examine the items of expense, 166-173——Arrangements as to day and night trains; determination of Mr. Moss to have the same price for the grand dispatch, whether sent by night or day, 174-187.

Grounds upon which the terms proposed by the Grand Junction are considered unreasonable, 188-190——Inconvenience of supporting a separate establishment to the Post-office on the railways, 191-197——The Post-office is at present entirely in the hands of the railroad companies, 198-201——Greater irregularities occur on railroads than by mail-coaches; the penalties to which the companies will subject themselves in case of delay may correct them, 202-208——Memorandum concerning the transmission of mails on Sunday, 209——It is understood that the bye-law of the Manchester and Liverpool Company against Sunday travelling will be enforced, 210-213——Delays and inconvenience that would be occasioned, 214-215——When railway communication is more extensive, bye-laws restraining Sunday mails would be of great and general inconvenience, 218-228.

Irregularities in the mails between Birmingham and Warrington, 229, 230. 235-237——Representation of Sir Edward Lees respecting the Edinburgh and Glasgow mails, 231-234——It has not been found convenient to carry the mail by the Newcastle and Carlisle, 238——It would be difficult, if not impossible, for the Post-office to establish trains of its own; it could not charge a high rate for passengers, being limited by the Act, 239-249——It could not be done without the permission of the company, who appear, however, to be willing to co-operate, 250-253——If arrangements are made with one company, difficulties may arise with others, unless there be some general law giving authority to the Post-office, 254-261——No arrangement has been made with the London and Birmingham Company, 262, 263——The irregularities on the Grand Junction are caused by their arrangements not being yet complete, 266-269.

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Louis, George. (Analysis of his Evidence)—*continued.*

Reason for not sending the time-bills through to Edinburgh and Glasgow, 270–273——Under the new contract with the Grand Junction, it is proposed to prolong the time of each journey, 274, 275——The Minute of the Duke of Richmond is very reasonable; as yet the terms of it have not been exceeded by the Grand Junction, 276–280——The directors have made every exertion to secure regularity and to meet the wishes of the Post-office, but their arrangements were not matured, 281–288——The sum demanded for special trains appears excessive, as compared with the former charges, and the sums paid to mail-coaches, 289–291——The Post-office should be protected by law from exorbitant demands, 292——The Post-office were aware of the imperfections of new railways, but endeavoured to give the public all the convenience they could, 293–296.

Louis, Mr. His letter to the directors of the Grand Junction Railway Company threatening legal proceedings on the part of the Post-office unless the causes of delay in the transmission of the mails were satisfactorily explained, *Maberly* 1158——Letter directing the attention of the directors to the frequency of delays stated in the reports to have been caused by heavy trains, *Maberly* 1165.

"Lynx" Engine. See *Grand Junction Railway.*

M.

Maberly, Lieut.-colonel. (Analysis of his Evidence.)—Railroads have an entire monopoly; the mail-coaches cannot compete with them; and the railroad companies can exact what terms they please, 1, 2——Seven mails enumerated which have been already discontinued, 3, 4——Difficulty in establishing a mail between Leek and Macclesfield, 5——Cost of conveyance to which the Post-office consider themselves limited, 6——Substitute proposed for the Leek and Macclesfield road, 7——Stage-coaches carrying letters are exempt from toll; hardship of this law upon the trustees of roads, 9, 10——The exemption does not extend to Scotland and Ireland, 11——The difficulty with railroads consists partly in the expense, and partly in the unsuitableness of the arrangements, 12——The mail-contractors saw the necessity of giving up their contracts before the completion of the railways, 13, 14——Companies with whom the Post-office have made arrangements; they are not satisfactory; the prices paid are extravagant, 15–18.

Prices on the Grand Junction Railway; average weight of letters transmitted; number of trips; number of mails discontinued in consequence of the railroad, 19–24——Letters are conveyed at one-half the expense of mail-coach conveyance, 25–30——Additional expenses; witness does not complain of the prices, 31–34——Terms on which Grand Junction Railway Company are willing to contract for the conveyance of letters, 35, 36——Terms proposed to be adopted, and now under consideration, 37–39——Some of them are considered unreasonable; special trains are to be charged the same whether they convey passengers or not, 40–52——Consequences of stopping the mails on Sunday, 53——The object of the directors is to prevent their officers from working on Sunday; nearly the same number must be employed if mails only were conveyed, 54, 55——The Manchester and Liverpool Railway Company have given notice of their intention to enforce their bye-law; the Post-office oppose it; its effect on cross-mails, 56–62——It would embarrass all the arrangements of the Post-office, 63–65——If the Post-office cannot accede to the terms proposed by the Grand Junction they must post at a great expense, 66–69.

In contracts for mail-coaches the real expenses of the coach proprietors must be ascertained; it is impossible to determine the expense of a special train on a railway, 70–78——The points on which the terms asked of the Grand Junction appear exorbitant, 79——The Post-office should have the power of running trains on Sunday, 80——Mail-coaches, if free from all taxation, could not compete with a railway, 81——At present a railway is a complete monopoly; the expense of an independent conveyance establishment is too great to be incurred, 82–84——Regulation suggested by the Post-office to the Chancellor of the Exchequer, to be enforced by law upon railways, 85–88——Clause proposed by the Duke of Richmond to be inserted in the Grand Junction and London and Birmingham Railway Bills; his Grace's minute thereupon, 88, 89——The Postmaster should have power to dispatch special trains, to be paid for at higher prices, until they become remunerating to the companies, 90–93.

The deliveries have been very irregular since the mails have been sent by the Grand Junction, 94——Statements showing the nature and amount of irregularity between Manchester and Birmingham, and Manchester and Liverpool, 95–102——The delays are often occasioned by taking too heavy loads; the Post-office have made representations to the company, 103–112——The Liverpool and Manchester have carried the mails well, but have raised their charges too much, 113–116——Arrangements with the Dublin and Kingstown Railway, 116–124——The Greenwich Railway is used for the twopenny post; sum paid, 125.

[Second Examination.]—Arrangements made with the Grand Junction since his last examination, 1149——The contract has not been completed, because the opening of the London

Maberly, Lieut.-col. (Analysis of his Evidence)—*continued.*

London and Birmingham will alter the hours of starting, 1149, 1150——The Post-office cannot alter the time; the trains are partly special and partly ordinary; sum to be paid for express engines; the terms are reasonable, 1151–1154——Times at which the trains start, 1155——Copy of the agreement 28th December 1837, 1156——The service has been performed most irregularly, 1157——Correspondence with the directors as to the causes of irregularity; threatened legal proceedings, 1158——Difficulty of ascertaining whether heavy loads have been the cause of delay; correspondence with the directors and Mr. Louis on the subject, 1159–1166——The guard who makes reports is not acquainted with engineering; the mail-coach guards are employed, 1167–1182——Circumstances attending the destruction of certain letters by fire in consequence of a defective engine, 1183——The penalty for delays is 500 *l.* under the contract, 1184–1187.

Further communications with the Birmingham Railway Company; their refusal to carry passengers by the night-trains, 1188——Their last train would be only one hour earlier than the Post-office train at half-past eight; the necessity of repairing the embankments is stated as their reason for not taking passengers, 1189–1193——The Post-office should have strong powers over railways; the terms might be settled by arbitration, 1194, 1195——If the coaches are abandoned, after trains start at half-past six, the mail must be sent by post-horses, or by the half-past six train, 1196, 1197——The Post-office are in the power of the Company, and must submit, unless Parliament give them powers, 1198, 1199——The basis of the measure should be the right of the Post-office to demand certain services, the price to be settled by arbitration; and a fixed charge for carrying the guard and bags by an ordinary train, 1200–1205——None but the railroad contractors could execute any service; there is a monopoly, and great danger would arise from competition, 1206–1208.

When the contract is completed with the Birmingham Railway Company, it will provide for the conveyance of the mail by coach from Denbigh-hall to Rugby, 1211–1217——The mail contractors have given notice to quit on the opening of the railway; for some months passengers may prefer the mails to the imperfect railway, 1218–1229——Unless the railway were used, the revenue would suffer by the smuggling of letters by a quicker mode of conveyance, 1230.

Macclesfield and Leek Mail. See *Leek and Macclesfield Mail.*

M'Neil, John. (Analysis of his Evidence.)—A civil engineer, 996——Has inspected the coach road between London and Birmingham, 997, 998——The state of the road was not such as to justify any great delay in the arrival of mail-coaches, 999, 1000——Improvements near Weedon; increase of tolls; the expense will be defrayed by the local traffic, 1000–1020.

Mail-Bags. An invention has been made for taking up and putting down the bags without slackening the speed of the train; stoppages are convenient for passengers going a short distance, *Moss* 612–619——The taking up and putting down mail-bags will not be inconvenient to passengers, *Glyn* 1393, 1394——[Grand Junction Railway] Are put on the top of the carriage, with the exception of some going the greatest distances, which are in the imperial, *Salt* 1399–1404.

Mail-Coaches. Are unable to sustain competition with railroads; mails which have already been given up, *Maberly* 1–4——Could not compete if free from all taxation, *Maberly* 81——They look to parcels as one of the great sources of revenue; they carry the mails at a less charge, *Stephenson* 1537, 1538.

Mail Contractors. The remuneration of mail-contractors by passengers, enables them to carry the mails at the present price; passengers will all prefer the railroads, and the coaches must be discontinued, *Maberly* 3——Many saw the necessity of giving up their contracts before the completion of the Grand Junction; and agreed with the Post-office that either party should determine the contract by giving two months' notice, *Maberly* 13——Have given notice to quit on the opening of the Birmingham Railway; for some months passengers may prefer the mails to the imperfect railway, *Maberly* 1218–1229.

Mail Guards. See *Guards.*

Mail Trains. Two engines should be dispatched with the mail-trains, to provide against delay in case of accidents, *Pim* 667–670——Inconvenience of detaining passenger trains for the letters, *Locke* 884, 885——The companies could not agree to have trains that would interfere with the passenger-trains, *Stephenson* 1516–1522. 1525——If the periods fixed by the Post-office do not fall in with the arrangements requisite for public convenience, no price would remunerate, *Stephenson* 1496——The hour of starting for the mails will most probably be permanent, and the public will adapt themselves to it, *Glyn* 1296–1298.

The Post-office must conform itself to the speed which is considered best for passengers, and the railway company will accommodate the Post-office in the time of starting, *Glyn* 1380–1384——A greater speed could not be allowed than that of ordinary trains,

Mail Trains—continued.

without great danger, *Stephenson* 1595–1598——The times for starting passenger and mail trains should be accommodated to each other; Post-office special trains would interfere with the arrangements of the company, and would not secure punctuality, *Stephenson* 1552–1562——The increased expense of any arrangement that would interfere with public convenience, would tend to prevent the Post-office from desiring it, *Stephenson* 1581–1592——The expense of repairing an engine employed for the Post-office should fall upon them in case of accident, *Locke* 1694.

See also *Post-office Trains. Special Trains.*

Mails, Conveyance of. Mails should not be conveyed on railroads until they are in a more perfect state, *Boothby* 374, 375——The same weight of letters is carried on railroads at about half the price of mail-coach conveyance, *Maberly* 25–30——It would not be unfair to compel the companies by morning trains to carry the guard and bags at a sum proportionate to a certain number of passengers, *Glyn* 1271, 1272——Weight as well as space should be taken into calculation, *Glyn* 1276.

See also *Grand Junction Railway. London and Birmingham Railway. Mail Trains. Manchester and Liverpool Railway. Newcastle and Carlisle Railway. Newton and Preston Railway. Post-office Trains. Riding. Special Trains.*

Manchester and Derby Mail. See *Derby and Manchester Mail.*

Manchester and Liverpool Railway:

1. *Generally.*
2. *Conveyance of the Mail.*
3. *Supply of Locomotive Power.*

1. *Generally:*

Statements from their last report of the expense of locomotive power, exclusive of prime cost, interest of money, stationary-engine, and the expense of carriages, *Boothby* 302–310——Average loads carried by each locomotive engine, *Boothby* 312, 313——Average speed of the heavy trains, *Boothby* 315–318——Amount of dividend paid, *Boothby* 364——Tolls on the conveyance of goods, *Earle* 830–835——Dividend more than ten per cent. is not allowed by the Act, *Earle* 855–859.

2. *Conveyance of the Mail:*

There have been irregularities of little consequence in the arrivals of the mail; the company raised the prices when a tax was imposed on railway passengers, *Maberly* 113–116——Examination with reference to the increased cost of conveying the mails between Manchester and Liverpool since 1830, *Earle* 803–809.

3. *Supply of Locomotive Power:*

There are four or five competing parties supplying locomotive power, subject to the bye-laws of the company, *Stephenson* 1600–1609——They are obliged to have their engine of a particular weight and construction, and their speed and times of starting are determined by the company, *Stephenson* 1610–1612——These precautions have scarcely been sufficient to prevent accidents, *Stephenson* 1613–1615.

See also *Accidents. Booth, Henry. Carriers. Locomotive Power. Sunday Mails.*

Moss, John. (Analysis of his Evidence.)—Chairman of the Grand Junction Railway Company, and one of the committee of the Liverpool and Manchester, 400——Termini of the Grand Junction; the company have the power of travelling over a portion of the Manchester and Liverpool Railway, except on Sundays, 401–405——The bye-law would prevent the transmission of mails on Sundays, but the company might be induced to repeal it, so far as concerns the mails, 406–412——The railway companies would not object to an Act for the transmission of Sunday mails, 413–416——On the Grand Junction trains travel regularly on Sunday, 417–423——On the Manchester and Liverpool travelling is suspended during the middle of the day, 424–427——No such bye-law will be made on the Grand Junction; travelling in the middle of Sunday is not necessary, 428–431——There is not quite so much travelling on Sunday, but sufficient to pay the expense, 432–436.

Terms asked by the Grand Junction Railway for the use of a special Post-office night-train, to be under the entire direction of the Post-office, 437–452——Examination relative to the propriety of charging the same for day trains, 453–466——Inconvenience of carrying passengers by the Post-office trains, and waiting for the mails, 467–471——Causes of the increased expense of night-trains, 472–474——The sum charged the Post-office would not remunerate; the company have refused to take special trains for others for double the sum, 475–484——Irregularities of the mail, 485–488——Calculation of the tolls payable upon carriages containing 20 passengers, 489–495——Causes of the delay of mails on the Grand Junction: accidents to the engine; heavy trains

Moss, John. (Analysis of his Evidence)—*continued.*

trains impeding the mail-trains, 496–504——The Grand Junction has been a very profitable concern, 509.

The company are bound by the Act to keep the railway in repair; it is their interest to do so, 510–513——The railway would be shut up if it did not pay, but it is scarcely possible it should not pay the expense of repairs, 514–517——If the railways were to combine against the Post-office, the Post-office must start trains of its own, 518–523——The company is bound to keep the railway passable by night as well as day, 524, 525——Effect of bye-laws in restraining the discretion of the Post-office as to time and speed, 526–534——The Post-office have a right to use the stations, and to construct offices of their own on the line, 535, 536——Difficulty of finding carriers willing to contract for the supply of locomotive power and carriages, 537–542. 557, 558——The company make their profit as toll-owners, not as carriers, 543, 544——Three feet of land on each side the line belong to the company; but persons have a right to carry rails through it, 545–550.

Greater regularity may be expected in a few years on railways, 551–554——The calculations of expense upon the Grand Junction have been made by taking that of the Manchester and Liverpool, 561–568——The company do not wish to have night-trains, but are willing to make convenient arrangements with the Post-office, 569–573——The directors are anxious to find persons to supply locomotive power; the difficulty of finding them arises out of the uncertainty still existing in railway affairs, 574–577.

The company would be willing to submit the terms to be made with the Post-office to arbitration, and to let their accounts be examined, 578–581——Heads of the contract submitted by the Post-office to the directors, 582–585——Objections: penalty on not arriving within a fixed time, 586–588——Power of the Post-office to alter the hours of dispatch, 589, 590——Other grounds of objection, 591–598——In fact they all resolve themselves into a question of price, 599–601——It is very probable that the prices now demanded may be reduced, 602–611——An invention has been made for taking up and putting down the bags, without slackening the speed of the train; stoppages are convenient for passengers going a short distance, 612–619.

[Second Examination.]—Delivers in a letter addressed by him to Mr. Louis, 719, 720——Witness would be willing to leave the question of Sunday mails to be settled by arbitration, or decided by magistrates at quarter sessions, 721, 722——The transmission of mails on Sunday is of no importance to the country generally, if the mails start as usual in the evening, 723–726——Sunday travelling may safely be left to public opinion, and the feelings of those connected with the management of railways, 727–731——Reasons why a profit should be made on the conveyance of mails; turnpike-roads are maintained by the public; railways by private capital, 732–740——Parliament recognised the principle, 741–744——Engineers do not agree as to the cost of special trains, 745–747.

Moss, Mr. His letters to the Chairman of the Committee and to Mr. Louis, concerning the agreement of the Grand Junction Railway Company with the Post-office, *Ev. p.* 65.

N.

Newcastle and Carlisle Railway. It has not been found convenient to carry the mail by it, *Louis* 238.

Newton and Preston Railway. Length thereof; its gradients; the mails may be carried upon it, *Locke* 1724–1726.

Night-Trains:

1. *Generally.*
2. *Grand Junction Railway.*
3. *London and Birmingham Railway.*

1. *Generally:*

The expense of night-trains is great; the police establishment, watchmen, &c. must be kept up, in addition to the men working the train; there are fewer travellers also at night, *Louis* 154–156——Night travelling may be expected when long lines of railway are established, *Louis* 161–163——No serious difficulty or expense will be incurred in night travelling; there may be more accidents, *Locke* 980–987——May go at the same speed as day-trains when the line has arrived at a proper degree of consistency, *Glyn* 1323——Will be attended with little additional expense; a double establishment will be required on long lines of railway, *Stephenson* 1497, 1498——Difficulty and danger in sending expresses by night; repairs are made at that time, *Boothby* 394–396——Proposition that there should be an extra charge on passengers, which should go towards the night expenses of the railway, and that the Post-office should pay the difference, *Boothby* 336.

Night-Trains—continued.

2. *Grand Junction Railway:*

Terms asked by the Grand Junction for the use of a special night-train under the entire direction of the Post-office, *Moss* 437–452——Causes of the increased expense of night-trains; the sum charged the Post-office would not remunerate; the company have refused to take special trains for others for double the sum, *Moss* 472–484——The Company do not wish to have night-trains, but are willing to make convenient arrangements with the Post-office, *Moss* 569–573——The night-train on the Grand Junction is unprofitable; it would have been discontinued but for the Post-office arrangements, *Earle* 683–686——The terms proposed by the Grand Junction are not unreasonable; expense of police establishment doubled, *Boothby* 334, 335.

3. *London and Birmingham Railway:*

The London and Birmingham should not be opened for night-trains for some months, *Locke* 994, 995——The Birmingham Company have refused to carry passengers by the night-trains; consequences of this arrangement; the necessity of repairing the embankments is stated as the reason for not taking passengers, *Maberly* 1189–1193——The Birmingham Company do not wish to undertake night-travelling for six months, in order to avoid accidents; the public do not seem, at present, to like night travelling, *Glyn* 1287–1295——The Post-office have pressed the Birmingham Company to establish night-trains against the opinion of their engineer, *Glyn* 1326, 1327——Mr. Stephenson remonstrated strongly against starting a mail-train, even without passengers, *Glyn* 1328–1333— The directors will be willing to arrange for a night-mail train directly the engineer reports that it may be done with safety, *Glyn* 1395——The carrying of passengers by night on the first opening of the Birmingham line should not be enforced, *Locke* 1730, 1731.

P.

Parcels. See *Goods. London and Liverpool Road. Mail-Coaches.*

Passengers. See *Mail Contractors.*

Perth Mail. Note relative thereto, with reference to the irregular arrivals from London, *App. p.* 141.

Pickford, Messrs. Are negociating with railway companies for the conveyance of goods upon the principle of allowing a per-centage on the profits, *Baxendale* 1109–1111—— Have vans between London and Liverpool; they were discontinued a short time for three days in the week, but were taken up again; when the railway is completed it will have the whole carrying trade, *Baxendale* 1131–1139.

See also *Carriers. London and Birmingham Railway.*

Pim, James, jun. (Analysis of his Evidence.)—Treasurer of the Dublin and Kingstown Railway, 622——The mails were carried until lately without any contract with the Post-office; sum paid, and nature of the understanding, 623, 624——A special train was always kept waiting for the Holyhead mail, 625, 626——Number of deliveries under the new contract, 628——Special trains are kept for the Holyhead and Chester mails, 629, 630 ——Sum paid under the new contract scarcely clears the expenses; expense occasioned by the irregularity of the Holyhead mail, 631–635——The mails are carried whenever they arrive, even on Sunday, 636–638——Necessity of keeping the steam up and the engines waiting, although the packets may be seen for an hour, 639–642——They keep very good time in fair weather, 639–643——Time in which the distance from Kingstown to Dublin must be performed; the difficulty of keeping time is greater on long lines; causes of delay, 644–648.

Calculations on which the price paid by the Post-office has been settled, 649–653—— Instalments paid on the Government loan; amount of dividend, 654–658. 661——If the mails were not transmitted during the hours of Divine service in Dublin they would not be sent at all on Sunday, as a large proportion of the people are Roman-catholics, 662–667—Two engines should be dispatched with the mail-coach trains, to provide against delay in case of accidents, 667–670.

Police. Are employed in keeping the rails clear, and are not connected with the repairs, *Boothby* 397.——*See* also *Night-Trains.*

Post-office. Should be protected by law from the exorbitant demands of railway companies, *Louis* 292——In making arrangements between the Post-office and railroads there are no data on either side on which fair terms can be estimated, *Glyn* 1268–1270, *Stephenson* 1474, 1475——The Post-office ought to contribute its fair quota for the expenses of locomotive power and the establishment, including watchmen, &c., *Stephenson* 1477–1495.

See also *Grand Junction Railway. London and Birmingham Railway. Mail-Trains. Manchester and Liverpool Railway. Night-Trains. Post-office Trains. Railroads. Special Trains.*

Post-office Trains. Cost of engines, fuel and wages, in case the Post-office should employ an engine of its own, *Louis* 146, 147——Inconvenience of supporting a separate establishment for the Post-office on railways, *Louis* 191–197——It would be difficult if not impossible to establish them; the Post-office could not charge a higher rate for passengers, being limited by the Act, *Louis* 239–249——The Grand Junction Company are willing to assist the Post-office, but arrangements might not be entered into by other companies, unless there were a general law giving authority to the Post-office, *Louis* 254–621.

If the railways were to combine against the Post-office, the Post-office must start trains of its own, *Moss* 518–523——The company would be bound to keep the railway passable by night as well as day, *Moss* 524, 525——Effect of bye-laws in restraining the discretion of the Post-office as to time and speed, *Moss* 526–534——The Post-office has a right to use the stations, and to construct offices of their own, *Moss* 535, 536——Inconvenience to the public if the Post-office should send their trains at irregular hours; the regularity of the mail would not be secured by them, *Earle* 796–802——The Post-office should not run its own engines; whenever two companies come in contact, there is difficulty in making arrangements so as to prevent accidents, *Stephenson* 1599——Inconvenience of permitting the Post-office to start a train at any time without reference to the appointed passenger trains, *Glyn* 1239–1243——The Post-office may have passenger trains of its own, subject to the control of the directors, *Glyn* 1245, 1246.

If the Post-office were to run its own carriages on the Grand Junction, they would have to pay 17 *s.* toll on each passenger, *Earle* 830–835——The company could carry their mails for less money than the Post-office, even if the latter paid no toll, *Locke* 943——The Post-office will not be obliged to have separate conveyances; there is no difficulty in combining the conveyance of mails and passengers, *Locke* 976–978.

See also *Mail Trains. Railroads. Special Trains.*

RAILROADS:

1. *Their superiority to other Modes of Conveyance.*
2. *Irregularities thereon.*
3. *Post-office Arrangements.*

1. *Their superiority to other Modes of Conveyance:*

Must supersede the old mode of travelling both as to speed and cheapness, *Horne* 1098——If the wear and tear is not greater than on canals, the railway will be the cheapest conveyance, at a speed of 15 or 20 miles an hour; Mr. Bury's contract, *Baxendale* 1141–1143——Unless the railroads were used at once by the Post-office, the revenue would suffer by the smuggling of letters by the quicker mode of conveyance, *Maberly* 1230——Long lines are less expensive in proportion than shorter ones, *Boothby* 332, 333.

2. *Irregularities thereon:*

Greater irregularities occur on railroads than by mail-coaches; the penalty to which the companies will subject themselves in case of delay may correct them, *Louis* 202–208——Greater regularity may be expected after more experience, *Moss* 551–554.

3. *Post-office Arrangements:*

The difficulty experienced by the Post-office in making suitable arrangements arises partly out of the expense, and partly from the imperfect nature of the arrangements themselves, *Maberly* 12——The companies have a complete monopoly; the expense of an independent conveyance establishment is too great to be incurred, *Maberly* 82–84——Regulations suggested by the Post-office to the Chancellor of the Exchequer to be made compulsory on railroad companies, *Maberly* 85–88——The Post-office is at present entirely at the mercy of railway companies, *Louis* 198–201——The greatest difficulty connected with the Post-office is, that passengers will not travel out of London at night on railways, particularly for short distances, *Chaplin* 1067, 1068.

In the present imperfect state of knowledge respecting railways, no permanent arrangements could be made with the Post-office, but the companies would submit to arbitration, and desire fair terms, *Locke* 913–917——The same kind of contract should be entered into with them as with mail-contractors, *Glyn* 1315, 1316——The Post-office must guard against the speed being slackened by penalties, *Glyn* 1342–1344——Arrangements might be made by the Post-office with lines in communication with each other, binding them in matters depending on the conduct of each, *Stephenson* 1529, 1530——If any railway company were to make regulations which would interfere with the public service, the Legislature is bound to restrain them, *Glyn* 1375–1379——Although there will not be competition as by mail-coaches, yet the directors will be anxious to secure the good opinion of the public by liberal arrangements with the Post-office, *Chaplin* 1057–1066——The companies will be amenable to public opinion, and will afford the greatest accommodation to the Post-office compatible with public convenience, *Glyn* 1304–1307.

See also *Accidents. Arbitration. Bye-Laws. Carriers. Dublin and Kingstown Railway. Expenses of Railroads. Fares. Goods. Grand Junction Railway. Greenwich Railway. Locomotive Power. London and Birmingham Railway. Mail-Trains. Mails,* Conveyance of. *Manchester and Liverpool Railway. Newcastle and Carlisle Railway. Night-Trains. Post-office. Post-office Trains. Repairs. Special Trains. Sunday Mails. Sunday Travelling. Tolls.*

Rails. Comparative economy of light and heavy rails, and distance of sleepers, *Locke* 945–948.

Repairs. Some time must be allowed for repairs, which would prevent the Post-office from despatching trains whenever they pleased, *Louis* 148–150——Are made at night; they are more numerous during the first three years, *Boothby* 394–398——The level is always changing; subsidence is going on, and the men are employed at night in raising the rails, *Boothby* 399.

See also *Locomotive Power. Mail-Trains. Night-Trains.*

Richmond, Duke of. The Minute of his Grace in 1833, as to the conveyance of mails, is very reasonable; as yet the terms of it have not been exceeded by the Grand Junction, *Louis* 276–280——Clause proposed by the Duke of Richmond to be inserted in the Grand Junction and London and Birmingham Railway Bills; his Grace's Minute thereupon, *Maberly* 88, 89——Minutes of the London and Birmingham directors, with reference to a Minute of the Duke on the rate of charge for the conveyance of letters, *Boothby* 393——The purport of his Grace's verbal communication, on the passing of the Grand Junction Railway Bill, was that the mails should be carried on fair and equitable terms, *Moss* 815–821.

Riding. Cost at which the riding-work of the Post-office (conveyance of letters on horseback or by carts) can be performed, *Maberly* 6.

S.

"Saracen" Engine. See *Grand Junction Railway.*

Salt, Philip. (Analysis of his Evidence.)—Guard of the railway mail between Birmingham and Manchester, 1396–1398——The mail-bags are put on the top of the carriage, with the exception of some which are in the imperial, 1399–1404——The service of the mails is not conducted with regularity and dispatch, 1405, 1406——There are not a sufficient number of engines, and they are of unequal power; sometimes they have been too heavily loaded, 1407–1413——The railroad does not keep its time so well as a mail-coach, 1416–1418——The "Lynx" engine has kept its time; the "Saracen" has not, 1419, 1420——There was sometimes snow, 1421——Mail-coaches to which witness has been guard; evidence relative to the Yarmouth Telegraph, 1425–1436——Examination of the time-bill; causes of delay on particular days, 1437–1446——Witness has remonstrated against having great weights attached to the engine; they have sometimes been refused by the engineer, 1447–1453.

Failure of the "Alecto" engine at Hertford, 1454——There have been few days on which time has been kept, 1455, 1456——More goods have been sent by railway since the frost, in consequence of the stoppage of the canal, but delays occurred before the frost, 1457–1460——Number of guards on the railways, 1463——Witness goes from Birmingham to Manchester and back again for three days, and rests the fourth, 1464–1466——Weight of the bags taken, 1467–1470——When witness has complained to the conductor that the train was overloaded, he has not heard any order given in consequence, 1471, 1472.

Shrewsbury and Liverpool Mail. A contract has been made to continue this mail for some time longer, *Maberly* 3.

Sleepers. See *Rails.*

Snow. Effect of snow in obstructing railway trains; sand must be thrown upon the rails, or the wheel will not bite, *Locke* 967–975.

Special Trains:

1. *Cost thereof generally.*
2. *Terms of the Grand Junction Railway.*

1. *Cost thereof generally:*

Calculations of the cost of special trains; the expense of night-trains is the greatest, and there is less chance of passengers, *Louis* 142–145——Engineers are not agreed as to the cost of special trains, *Moss* 745–747——Weight makes a large ingredient in the charge for special trains, *Earle* 688, 689.

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Trains will start at five o'clock, and travel after dark, 1634–1643——By the 25th June the company may undertake to carry night-mails with safety, 1644–1649——The hours of starting have been fixed with reference to the probable convenience of passengers, 1650–1654——Engines generally run below their power, and three or four more carriages will not impede their speed; engines out of repair are sometimes sent for want of others, 1655–1663——At the first opening of the Birmingham Railway, too many coaches were attached, and witness remonstrated, 1664–1668——There are few instances in which the power of an engine would vary, 1669——The causes of delay on the Grand Junction were the small number of engines and their insufficient power, 1670–1672——The distance is regularly performed on the Birmingham line, 1673, 1674——Number of engines requisite to work the trains between London and Denbigh-hall; their power, 1675–1682——Different railways will require engines of different powers, 1683.

Stephenson, Mr. Letter to the secretary of the London and Birmingham Railway Company, on the opening of the railway for night-trains, *Ev. p.* 86.

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Sunday Mails:

1. *Generally.*
2. *Grand Junction Railway.*
3. *London and Birmingham Railway.*
4. *Manchester and Liverpool Railway.*

1. *Generally:*

Consequences of stopping the mails on Sunday, *Maberly* 53——The stoppage of mails, even between the hours of ten and four, would have a serious effect upon the communication with Scotland, *Locke* 979——When railway communication is more extensive, bye-laws restraining Sunday mails would be of great and general inconvenience, *Louis* 218–228——The Post-office should have power to run railway trains on Sunday, *Maberly* 80——The Railway Companies would not object to an Act for the transmission of Sunday mails, *Moss* 413–416.

No railway company ought to have the power of interrupting the correspondence of the country on Sunday by a bye-law; Sir W. Follett's opinion, *Earle* 764–770——The question of Sunday mails might be settled by arbitration, or decided by magistrates at quarter sessions, *Moss* 721–723——The transmission of mails on Sunday is of no importance to the country generally, if the mails start as usual in the evening, *Moss* 723–726——If the mails were not forwarded during the hours of Divine service in Dublin, they would not be sent at all, as a large proportion of the people are Roman-catholics, *Pim* 662–667.

2. *Grand Junction Railway:*

Memorandum concerning the transmission of mails on Sunday by the Grand Junction Railway, *Louis* 209.

3. *London and Birmingham Railway:*

There would be no objection on the part of the London and Birmingham Company to the transmission of mails on Sunday, *Glyn* 1236–1238——If the mail trains on Sunday were to carry passengers, all the arrangements of the company would be disturbed, *Glyn* 1262, 1263.

4. *Manchester and Liverpool Railway:*

The bye-law of the Manchester and Liverpool would prevent the transmission of mails on Sunday, but the company might be induced to repeal it so far as concerns the mails, *Moss* 406–412——The stoppage of the mails on Sunday by the bye-law of the Manchester and Liverpool Railway Company, would embarrass all the arrangements of the Post-office, *Maberly* 56–65——Sir W. Follett's opinion has been given that the company have no power under their Act to close the railway on Sunday, *Earle* 768–770.

Sunday Travelling:

1. *Generally.*
2. *Grand Junction Railway.*
3. *London and Birmingham Railway.*
4. *Manchester and Liverpool Railway.*

1. *Generally:*

May safely be left to public opinion, and the feelings of those connected with the management of railways, *Moss* 727–731——Cannot be left to public opinion; the directors of the Manchester and Liverpool have religious objections, *Earle* 771–775—— No public meetings have been held; the best test of public opinion is the use made of Sunday trains, *Earle* 784–790——When railways come into general use, all other means of communication will cease; necessity of railways being open on Sundays, *Earle* 775–781——The objection that persons on the establishment would be kept from church may easily be removed, *Earle* 782, 783——Railway companies are bound to exercise their powers for the convenience of the public on Sunday as well as other days; this principle will be carried out by the directors of the Birmingham Railway, *Glyn* 1264–1267.

2. *Grand Junction Railway:*

On the Grand Junction railway, trains travel regularly on Sunday; on the Manchester and Liverpool, travelling is suspended during the middle of the day, *Moss* 424–427—— No bye-law will be made on the Grand Junction, but travelling in the middle of the day is not necessary, *Moss* 428–431——There is not quite so much travelling on Sunday, but sufficient to pay the expense, *Moss* 432–436——It is highly improbable that the public should agree to a disturbance of Sunday travelling; the Grand Junction Company have determined to suit the public convenience, *Glyn* 1385, 1386.

3. *London and Birmingham Railway:*

On the London and Birmingham there is no travelling during the hours of Divine service, *Boothby* 389, 390——A resolution proposed by Mr. Sturge to the proprietors of the London and Birmingham Railway, prohibiting Sunday travelling, was negatived, and an amendment proposed limiting it to public necessity, *Glyn* 1234——If trains offer themselves from a distance on Sunday, at any hour, they will be received on the London and Birmingham Railway, *Glyn* 1299–1301.

4. *Manchester and Liverpool Railway:*

The company have given notice of their intention to enforce the bye-law restraining Sunday travelling; the Post-office are opposed to it; effect on cross-mails, *Maberly* 56–62——The object of the directors is to prevent their officers from working on Sunday; nearly the same number must be employed if mails are carried without passengers, *Maberly* 54, 55——It is understood that the bye-law against Sunday travelling will be enforced, *Louis* 210–213——Delays and inconvenience that will be occasioned, *Louis* 214, 215.

T.

Tolls. Stage-coaches when employed by the Post-office in England are exempt from toll; hardship of this law upon the trustees of roads, *Maberly* 9–11——It could not have been the intention of the Legislature that the mails should run on railroads toll-free, *Earle* 836–851——The tolls chargeable on railways have been fixed in each case upon good grounds; no general maximum has been established, *Locke* 962–966——The mails ought to pay toll; railways are supported by a body of proprietors, roads are maintained by travellers and the landowners, *Glyn* 1277–1280. 1345–1367——Reason why a profit should be made on the conveyance of mails by railway; turnpike-roads are maintained by the public, railways by private capital; Parliament has recognised the principle, *Moss* 732–744——Calculation of tolls payable on Grand Junction Railway upon carriages containing 20 passengers, *Moss* 489–495.

V.

Velocity. See *Locomotive Power.*

W

Warrington. See *Birmingham and Warrington Mails.*

Watchmen. See *Night-Trains.*

Watford. Nearly 100 yards of the London and Birmingham Railway sank six feet near the Colne embankment at Watford, *Stephenson* 1563.

Wear and Tear. See *Locomotive Power.*

Wind. A great obstruction to trains; it drives the flanches of the wheels against the rails, and produces the same effect as bad curves, *Earle* 691, 692.

Wolverton. See *London and Birmingham Railway.*

Woodside and Chester Mail. Is still continued, although the railway is parallel; it is the only coach on the road, and, when the London and Birmingham Railway is completed, must be given up, *Horne* 1090–1096.

Y.

Yarmouth Telegraph. Takes the mail from Ipswich; travels eight miles an hour, *Salt* 1428-1436.

FIRST

REPORT

FROM THE

SELECT COMMITTEE

ON

RAILWAYS.

TOGETHER WITH THE

MINUTES OF EVIDENCE,

AND APPENDIX.

Ordered, by The House of Commons, *to be Printed,*
26 *April* 1839.

Jovis, 11° die Aprilis, 1839.

Ordered, THAT a Select Committee be appointed to inquire into the State of Communication by Railways, and to report their Observations thereupon to The House.

Veneris, 12° die Aprilis, 1839.

Committee nominated of,—

Mr. Poulett Thompson.	Sir John Guest.
Sir Robert Peel.	Lord Stanley.
Mr. Shaw Lefevre.	Mr. Greene.
Lord Granville Somerset.	Sir Harry Verney.
Mr. Thornely.	Mr. Bingham Baring.
Lord Viscount Sandon.	Sir James Graham.
Mr. Loch.	Lord Seymour.
Mr. Freshfield.	

Ordered, THAT the Committee have power to send for Persons, Papers, and Records.

Ordered, THAT Five be the Quorum of the Committee.

Veneris, 26° die Aprilis, 1839.

Ordered, THAT the Committee have power to report their Opinion and Observations, together with the Minutes of Evidence, from time to time, to The House.

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REPORT.

THE SELECT COMMITTEE appointed to inquire into the State of Communication by RAILWAYS, to whom several Petitions were referred; and who were empowered to report their Opinion and Observations, together with the MINUTES OF EVIDENCE taken before them, from time to time, to the House; ——HAVE considered the matters to them referred, and have agreed to the following REPORT:

Resolved,

THAT it is the opinion of this Committee, That the Chairman do move The House that the following Clause be inserted in all the Railroad Bills now passing through Parliament; viz.

"And be it further Enacted, That nothing herein contained shall be deemed or construed to exempt the Railway, by this or the said recited Acts authorized to be made, from the provisions of any general Act relating to Railways which may pass during the present or any future Session of Parliament."

26 *April* 1839.

PROCEEDINGS OF THE COMMITTEE.

Lunæ, 15° *die Aprilis*, 1839.

Members Present.

Lord Granville Somerset.	Mr. Loch.
Mr. Greene.	Mr. H. Baring.
Sir John Guest.	Mr. Thornely.
Sir Harry Verney.	Mr. Freshfield.
Mr. Shaw Lefevre.	Mr. Poulett Thomson.
Lord Sandon.	Lord Seymour.

Veneris, 26° *die Aprilis*, 1839.

Members Present.

The Right Hon. Lord Seymour, in the Chair.

Sir Harry Verney.	Mr. H. Baring.
Mr. Loch.	Mr. Shaw Lefevre.
Lord Granville Somerset.	Mr. Freshfield.
Sir James Graham.	

Motion made (Mr. Loch), and

Resolved, That it is the opinion of this Committee, that the Chairman do move TheHouse, that the following Clause be inserted in all the Railroad Bills now passing through Parliament: "And be it further Enacted, That nothing herein contained shall be deemed or construed to exempt the Railway, by this or the said recited Acts authorized to be made, from the provisions of any general Act relating to Railways, which may pass during the present or any future Session."

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MINUTES OF EVIDENCE.

Jovis, 18° *die Aprilis*, 1839.

MEMBERS PRESENT.

Mr. Bingham Baring.	Mr. Loch.
Mr. Freshfield.	Lord Seymour.
Sir James Graham.	Lord Granville Somerset.
Mr. Greene.	Mr. Poulett Thomson.
Sir John Guest.	Mr. Thornely.
Mr. Shaw Lefevre.	Sir Harry Verney.

THE RIGHT HON. C. P. THOMSON, IN THE CHAIR.

George Carr Glyn, Esq., and *Richard Creed*, Esq., called in; and Examined.

George C. Glyn and *Richard Creed*, Esqrs.

18 April 1839.

1. *Chairman.*] (*To Mr. Glyn.*) YOU are the Chairman of the London and Birmingham Railway Company?—I am.

2. (*To Mr. Creed.*) You are the Secretary?—I am.

3. Have you brought a copy of the regulations of the Company?—(*Mr. Creed.*) I have.

[*Mr. Creed delivered in the same.*]

4. Do they correspond with the regulations you gave on a Return moved for in the House of Commons?—(*Mr. Glyn.*) They do; these are all our regulations as regards the public and passengers; we have other regulations regarding our own servants.

5. Have the goodness to state to the Committee what your amount of capital authorized to be raised by shares is?—The first amount of capital we were authorized to raise, by the 3d Will. 4, c. 36, was 2,500,000 *l.*

6. What other power, with respect to raising money, had you under that Act?—We had power under that Act of raising money on mortgage of the tolls, to the amount of 835,000 *l.*; there was also power under that Act to raise money in anticipation of calls, after 50 per cent. was paid up.

7. To what extent?—£. 1,250,000.

8. Of that capital, how much has been called up?—Ninety per cent. upon the 2,500,000 *l.*

9. Under your power to borrow one-third, or 835,000 *l.*, how much has been borrowed?—The whole.

10. Under your power to borrow in anticipation of calls, how much has been called?—Ten per cent., 250,000 *l.*

11. What was the next Act?—The next Act is the 5 & 6 Will. 4, c. 56; under that Act, we had power to raise 165,000 *l.* by loan and mortgage of the tolls; and those debentures are issued, and that money has been raised.

12. Lord *Granville Somerset.*] Why did the Company think it more expedient to come to Parliament to raise 165,000 *l.* in that manner, instead of using their power of raising more money under their original power of borrowing 1,250,000 *l.*, when 1,250,000 *l.* had been paid?—The object of the Act was to extend the railway from Camden Town to the Euston Station; and we took the capital specifically for that object, but took it on debenture, rather than enlarging our capital at that time.

13. You thought that a more expedient course than raising the money by further calls?—Yes.

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14. You were obliged to come to Parliament for power to make your purchases?—Yes, and we took the opportunity.

15. Mr. *Loch.*] Did not you take power at the same time of raising that 165,000 *l.*, and such a proportion of the 835,000 *l.* as might be raised by creating additional shares?—Yes, we have power to convert those debentures into capital when they become due.

16. *Chairman.*] What was the next Act?—The next Act was the 1 Vict. c. 64; by that, we had power to raise a million, and did so, viz., 625,000 *l.* by shares, and 375,000 *l.* by a further issue of debentures on the tolls, making together the sum of a million under that Act.

17. What have you done under those powers?—We have under those powers called up the sum of 125,000 *l.* upon the capital by shares, and we have borrowed on loan 500,000 *l.* on shares and tolls jointly.

18. You obtained power under that Act, as you had done before, to borrow money in anticipation of calls?—We construe it so.

19. Lord *Granville Somerset.*] Why did you think it necessary to come to Parliament to raise an additional sum until you had called up the money raised under the other Acts?—It arose from the state of the money market; the year 1837 was a year of extraordinary pressure upon the money market, connected with the American trade particularly; the pressure in Lancashire, where the greater part of our shares was held, was such, that it became a question of expediency what we should do; and we proposed issuing debentures in preference to calling upon the proprietors to pay up their stock.

20. Had you exhausted the powers of the Act of the 3 Will. 4?—Yes; and we had exhausted also the powers of the Act of the 5 & 6 Will. 4. Then, in 1837, we obtained powers for one million more money, on which we called from the proprietors 125,000 *l.*, and borrowed the remainder of the million.

21. Mr. *Loch.*] The whole of the 165,000 *l.* under the second Act was borrowed?—Yes, on the tolls.

22. You had under the last Act a power to raise 125,000 *l.* by shares, and to borrow 500,000 *l.* in anticipation of calls?—The whole of the stock of 625,000 *l.* is created; of which, 125,000 *l.* is paid up, 500,000 *l.* raised in anticipation of calls, and 375,000 *l.* issued upon the tolls; making the whole million.

23. *Chairman.*] Can you state what is the total amount of capital created by the different Acts?—£.3,125,000.

24. What is the capital actually paid up?—£. 2,375,000 actually paid up on shares.

25. What is the amount of loans raised on mortgage of the tolls?—£. 1,375,000.

26. What is the amount of loans raised in anticipation of calls?—£.750,000.

27. What is the sum which yet remains to be called up under the powers of your Act?—£. 750,000.

28. Sir *John Guest.*] Ninety per cent. has been paid on the original shares?—Yes, and five per cent. on the 25 *l.* shares.

29. What is the number of your shares?—Twenty-five thousand of 100 *l.* shares, and the same number of 25 *l.* shares.

30. Mr. *Thornely.*] Of the 100 *l.* shares 90 *l.* is paid up?—Yes.

31. How much is paid up on the 25 *l.* shares?—£. 5.

32. Why did you not call up 5 *l.* on the original shares instead of creating new shares?—The same reason which occasioned our not calling for more on the 25 *l.* shares; it was in the year 1837, during the pressure on the money market.

33. *Chairman.*] There are 75,000 *l.* still to be called up; have you any power to call that up, or is it so mortgaged that you cannot call it up?—We conceive it is so mortgaged that we cannot call it up, but we have applied to the committee before whom our bill is, that the new stock now to be created may be charged with the debentures issued in anticipation of calls, and that we should therefore resume the power of calling up all the old stock before we created any new; but the committee negatived that clause.

34. Are

34. Are you under any engagement to parties who have lent you money in anticipation of calls, not to pay them off until any particular period?—They are for particular periods; we cannot pay them off until they become due.

35. For what periods is the money borrowed?—They become due in 1840 to 1845.

36. You could not, without some arrangement with your creditors, call up the additional 750,000*l.* which is thus mortgaged to them?—Certainly not.

37. Sir *James Graham.*] Is there any definite period for which the advance is made?—It is for different periods varying from 1840; the first debentures become due in 1840, and the last are due in 1845.

38. *Chairman.*] Have you made any dividend yet on the London and Birmingham Railway?—We have one.

39. On what capital has that dividend been made?—On the original capital of 2,500,000*l.*, and on the second portion of capital of 625,000*l.*

40. You were understood to say that only 90 per cent. of the 100*l.* shares had been paid up?—That is perfectly true; but the dividend is made upon the capital stock of the company, not upon the amount actually paid up upon the 100*l.* shares and the 5*l.* shares.

41. What was the dividend?—£. 3. 10*s.*

42. Mr. *Thornely.*] £. 3. 10*s.* on the 100*l.* share, of which 90*l.* was paid up?—Yes.

43. What dividend did you pay on the quarter shares of 25*l.* each, of which 5*l.* only was paid up?—Seventeen shillings and sixpence per share.

44. Will you state what it was which governed your directors in giving a dividend to the shareholders at the time that you found it necessary to come to Parliament to raise a further sum?—We thought it our duty to keep our capital account distinct from our profit account, in the same manner as the man building a factory would charge himself interest upon the capital employed in building the factory, but would not feel it necessary to apply the profit gained by the factory towards increasing it, and we thought that many persons having life-interests in the stock, it was not fair to turn into stock the profit made.

45. Did you conceive yourselves paying your dividend out of profit, or out of capital?—Out of profits, clearly out of the net earnings.

46. Did you regulate the amount by the net earnings?—Entirely.

47. You took into account, of course, the interest on money borrowed?—Up to a certain point we charged interest against capital, and from a certain date we charged it against the earnings of the company.

48. Sir *John Guest.*] Have you any sinking-fund against the money borrowed?—No; we consider that all as capital.

49. Do you intend it to remain as a debt on the road, or to be paid off?—Our present intention, in applying to Parliament for a further sum of one million, is to make our capital five millions and a half; that should be partly in the shape of debentures, and this amount should remain the capital of the company; it will be a question hereafter to determine whether we will capitalize that, or continue it in the shape of debentures.

50. *Chairman.*] How will your capital be five millions and a half; your capital at present is 3,500,000*l.*?—Yes; but we have power to capitalize the amount raised on the tolls.

51. What rate of interest do your debentures bear?—They vary from four per cent. to five; they average about 4*l.* 8*s.*

52. Mr. *Thornely.*] In the arrangement of the dividends, your dividend on the 90*l.* paid up is at the rate of 3*l.* 17*s.* 9*d.* per cent.?—It is.

53. But upon the 5*l.* paid up upon the 25*l.* shares, you divide 17½ per cent.?—It is perfectly correct.

54. Sir *John Guest.*] Are there a distinct set of shareholders?—The quarter shares were offered to the old shareholders, one quarter share for every 100*l.* share, and generally were taken.

55. Mr. *Greene.*] On what principle was the difference made in the amount of per centage paid on each description of share?—I confess I am in some difficulty when I am asked the principle; the real facts of the case are these, and I do not wish in the least to disguise them. It arose from the circumstance of its having been reported at Liverpool that it was the intention of the directors to pay the dividend on the quarter shares on the nominal capital; a great many shares were bought and sold under that understand-

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ing; and when it came before the directors, they found there would be so much difficulty, the price having been regulated of course by that fact, in avoiding coming to that conclusion, that even though it is true one cannot fully justify that principle, they thought it best, as a choice of difficulties, to take that course: but so far did we think it questionable, that when we applied to our proprietors for leave to go to Parliament for a further million, I took the opportunity of stating that we should take care the dividend should be paid only on the sum paid up in future.

56. Sir *James Graham.*] Is there any difference in the premium of the two shares in the market?—Very considerable.

57. What is the amount of that difference?—The quarter shares are at 18*l.* premium on 5*l.* paid, and the 100*l.* shares are at 65*l.* premium on 90*l.* paid.

58. Has the declaration you made with respect to the dividend affected the price of the 25*l.* shares?—That is on the shares about to be created; we are desirous, if possible, to relieve ourselves from the difficulty in which we feel (and we do not disguise it), the payment of the dividend and the mode of making the calls have placed us in respect of those shares.

59. As the Bill now stands, that power is denied to you?—It is.

60. Sir *John Guest.*] Suppose no Bill passes, what prevents your calling up those shares?—The first of those debentures is due in 1840, and they run down to 1845.

61. When was the money borrowed on the quarter shares?—In the year 1837.

62. The clause which the Committee on the Bill has suggested should be framed, will not meet this difficulty?—Not at all.

63. Lord *Granville Somerset.*] Would it be in the power of the directors, if they chose, to alter the dividend on those quarter shares?—We have the legal power clearly.

64. *Chairman.*] Were those quarter shares taken altogether by the shareholders?—Entirely, one quarter share for every 100*l.* share; there were 150, or thereabouts, not taken up after waiting twelve months, and those were sold in the public market by auction.

65. Sir *James Graham.*] Taking the 100*l.* share with the 25*l.* share, what has been the amount of your dividend?—£. 4. 7*s.* 6*d.* upon the 125*l.* share, 95*l.* of which was paid.

66. *Chairman.*] Have you nearly completed your works?—They are nearly finished.

67. In applying, as you are doing, for power for raising additional capital, or borrowing more money, is that to pay for works already executed?—It is partly to pay off the remainder of the contracts not already paid, the supply of locomotive engines, waggons, and so forth; but it is also to repay money we have borrowed during the last eight months. Last year we tried to get into Parliament to borrow this million we are now requiring, but were too late according to the Standing Orders.

68. Sir *James Graham.*] If the Legislature refused you this power of raising this additional loan, how should you meet your outstanding engagements?—It is very difficult to say; it is just barely possible that the credit of the London and Birmingham Railway Company might be so good, that we might be able to borrow a million on notes; but it is a course which I as chairman should extremely regret being obliged to take. I think it is a course we ought not to take; and it is only an alternative we have adopted in the interval, having failed last Session to get into Parliament.

69. The shareholders are responsible only for the amount not yet paid up?—Yes.

70. Beyond that amount the creditor would have no lien whatever?—No.

71. Sir *John Guest.*] Have you been legally advised that you have power to issue bills of exchange?—We are advised that we can issue them; it is a question between the borrower and the lender.

72. You are advised that the lender would have a claim against the company, but he might have some difficulty in enforcing his claim?—A great proportion of this sum is lent to us by our own proprietors. When we found we were too late to apply to Parliament last July, we told them we must look to them

them to furnish the funds, and that the company would issue promissory notes, and we have not met with any difficulty in raising the money; but in case of a renewal of the notes, or an increase of the money required, I anticipate that there would be a difficulty, and it is a course I should be very sorry to be driven to.

73. Mr. *Thornely.*] Do you apprehend a difficulty in making further calls upon the holders of your shares, your shares selling at a premium?—We consider that that is mortgaged by an issue of debentures upon it; if we get rid of that difficulty we shall be able to do it.

74. *Chairman.*] When you borrowed that 75,000 *l.*, in anticipation of calls, what was the price of your 100 *l.* shares?—The price of the 100 *l.* shares at one time in 1837 was as low as 19 *l.* premium; it was during the great pressure in Lancashire, when the merchants were obliged to sell and to pledge to relieve their liabilities; in point of fact, considering the interest of money from the commencement of the undertaking, that would be scarcely any premium.

75. They were at that low premium but a very short time?—They recovered again.

76. What induced you under those circumstances to borrow money instead of calling on the shareholders for the payment of such part of the capital as had not been paid up?—That is a question that perhaps the proprietors, who had the power in their own hands, would answer better than I can do; they did that at a public meeting.

77. Lord *Granville Somerset.*] Was this under the advice of the directors, or contrary to the advice of the directors?—Not contrary to the advice of the directors; we took great pains to consider what the circumstances were; we took into consideration the state of the money market, and we prepared a long report, which was laid before the proprietors, not pledging ourselves to borrow the 500,000 *l.*, but that we should do what we could; that if we found the public were ready to take those debentures, we should relieve them as much as possible.

78. Sir *John Guest.*] Did many of the proprietors lend their money in 1837?—No, not those resident in Lancashire, to any great extent; they were taken principally through the Stock Exchange.

79. Mr. *Freshfield.*] The shareholder would have an interest in lending money, distinct from his interest as a shareholder; he would get interest certainly on his advance by way of loan?—He would have got his immediate five per cent. upon that debenture.

80. Sir *John Guest.*] Therefore it was his interest to lend the money rather than pay a call?—Yes; but the fact was the other way.

81. Sir *James Graham.*] Are those debentures the first charge that there is upon the profits of the concern, and can you by law make any dividend until you have debited for the interest on your debentures?—No, we cannot.

82. Mr. *Loch.*] Does that answer apply both to the 500,000 *l.* and to the 375,000 *l.* you have raised on bond?—Yes, it does, because, though they are second or third mortgagees, they have a lien upon the tolls also.

83. Sir *John Guest.*] Do they take priority according to their dates?—Yes, according to the Act of Parliament.

84. Are not the debentures on the first mortgage at a higher rate than those on the second?—No, they are not, but I can account for that; they had a shorter time to run, and they were issued at a lower rate of interest.

85. *Chairman.*] What do your debentures at five per cent. fetch in the market?—That depends entirely upon the number of years they have to run; those which have three years to run, or more, are at from two to two and a half premium, or from that to three.

86. Lord *Granville Somerset.*] Do you pay the same rate of interest on your debentures as your loans?—The debentures vary from four per cent. to five, but all the loans are at five per cent.

87. Is there any restriction as to the period of your loans?—We issued all the loans only for 12 months, with a view to come to Parliament this year to pay them off.

88. *Chairman.*] You are aware that there is a complaint which has been made public by a petition being presented to Parliament, and referred to this

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Committee, from the carriers, complaining that you had consented to carry the goods of one or two or three carriers, to the exclusion of others?—There has been such a petition.

89. Will you state to the Committee the circumstances under which that arose?—Perhaps I ought to state the first carrier who used the railway was a man of the name of Golby, a large carrier at Banbury; he carried on business by the railway long before application was made to us by Pickford & Co. About July of last year Messrs. Pickford & Co. applied to the directors, stating that they thought it extremely probable the Grand Junction Canal would be rendered almost useless, from the want of water at the summit level at Tring, and asking whether it would be possible for us to give them temporary accommodation, by erecting a wharf at a place called Wolverton, about 50 miles from London, on the canal. Our reply was, that of course we could do it, if they could make it clear to us that it was worth our while to have the business on so very limited a scale. After explanations, we agreed to let them on our line, and to erect the buildings they required. Subsequently, a second application was made, by a house of the name of Bache & Co., and a similar permission given them; we soon found that the business of Golby, Pickford, and Bache, was quite as much as the accommodation which we had enabled us to do, and we declined letting others on our line; but we issued a circular, about the first week in January, stating, that as soon as the works at Birmingham and at the London station were finished, every carrier would be allowed to come upon the line, and that has already commenced.

90. Are the Committee to understand that at present any carrier who chooses to send goods may send them on the same terms as Messrs. Pickfords?—Yes, provided they come under the general regulations for the carrying trade.

91. Are those regulations stated on the paper of regulations given in to the House?—I think they cannot be, for, in point of fact, it is so completely a new trade to us, that we have not been able to frame regulations; we have given them certain regulations as to the price of tonnage, and so on, but we have not been able to lay down any general regulations at present. I believe I can state that the discussion on the application of Robins & Co. to the Committee on our Bill, has ended with their being now satisfied that the trade will work as they wish. I believe we have removed the impression which they had previously.

92. Are you to be understood that your object has been to place all carriers on the same footing?—To place every carrier who will send us a waggon load of goods on the same footing.

93. Lord *Granville Somerset.*] How soon did you begin carrying goods at all?—For Golby we began carrying as early as the spring of last year, but that was to a very limited extent; but for Pickford & Co. about August or September.

94. There has been a good deal of communication between your office and that of Messrs. Robins & Co., has there not?—Yes, at a subsequent period.

95. How soon did those communications commence?—I cannot exactly recollect the month, but I deem about January 1839.

96. Those communications were to the purport that you were excluding them, in their opinion, from certain advantages others possessed?—They were.

97. And your answer was, that you did not mean to act unfairly by them, but that you were unable to carry any more goods?—That we had not accommodation enough either from the buildings then erected, or from locomotive power, to allow more waggons to come upon the road, and indeed, we were obliged to limit the other three carriers to a certain quantity of tonnage.

98. Why did you feel yourselves bound to give those three parties the exclusive advantage of carrying that quantity of goods you could convey?—They were the first applicants to us; it was the priority of application, under the circumstances under which we were placed, which governed us then.

99. The fact was established that the directors might accommodate one party to the disadvantage of another, and that there was no power in a court of law to remedy that?—There was such an application in a court of law, and the application was refused.

100. The result of that application was, that supposing the directors of the railroad

railroad should choose to show a partiality towards any persons engaged in the carrying trade, they had not any remedy?—That was the effect, but there are clauses put into our Bill now which will prevent all danger of partiality, even if such had been their intention, which it was not.

101. Supposing the other railroad companies have not clauses of this description, the carriers have no remedy against them, if they choose to favour certain parties?—They certainly have not; we might have selected, as the law stood, the house of any carrier as our sole carrying agents.

102. To the exclusion of all other carriers?—I am not prepared to state that; if a certain carrier sent a certain quantity of goods, I do not see that we could refuse to forward them on the line, we having the power.

103. If you choose to restrict that power, they have no means of enforcing the carriage?—They have not, certainly.

104. Talking of the law of carriers, do you consider yourselves, as railroad companies, under the same regulations as common carriers?—Yes, liable to the same Acts of Parliament as common carriers.

105. Do the same laws apply to you as to common carriers?—Yes, we acted upon that in framing our regulations.

106. Has any attempt been made to impugn your liabilities?—Not in any case that I am aware of, in our line.

107. You are not aware of any case of that kind having arisen on other lines?—I am not aware of the fact.

108. How do you regulate the amount you shall carry?—I stated that we are not able at the present time to carry to any great extent; but the first carrier who sends goods into our yard, has the first right of having his goods sent by train; it is according to the priority of arrival.

109. Do any parties seek the opportunity of conveying goods in their own vehicles?—No, not any; we give the carriers the option of providing their own waggons, if they choose to do it, but they are not apparently desirous of doing that; we furnish the locomotive power.

110. Have any applications been made to you for permission to put locomotive power on your line?—We have had one or two applications, but they were not addressed to us by parties who seemed to have the means; they were unknown parties.

111. Do you not think it would be more useful to the public that the company alone should have the power of furnishing locomotive power?—I am clearly of opinion that should be confined to the company.

112. In spite of the power other companies have of putting locomotive engines on the railroad, is it not in the power of the directors to make such regulations as to give them a positive monopoly?—It would be very difficult, as the Act of Parliament now stands, for any other company to come on another line of railway without the sanction of that company; it is not an impossibility.

113. Is it not perfectly practicable for the directors to make such regulations as to render the speculation perfectly hopeless as to profit?—We are limited as to charges by the Act.

114. Can the directors, by their bye-laws, prevent any other company using your railway with advantage?—Paying us the tolls, they could not do it with advantage, certainly, if we asked our maximum toll.

115. Presuming that a company is free to convey goods and passengers along your railroad, if they have locomotive engines and all other means, in what way would you consider your servants and the watchmen, and so on, under your direction bound to assist them?—Clearly not bound to assist them, unless they have come to an arrangement with us on the subject.

116. Have you any signals?—Yes.

117. Would you consider your signal-men bound to assist them?—Certainly not.

118. Nor any other assistance through your means, unless they had come to an arrangement with you?—We should not think, unless they had agreed, that they were entitled to have the benefit of our stations or servants.

119. And there is no limit by Act of Parliament to the demand you might make for those accommodations?—No; the Act is silent upon the point.

120. You consider the stations independent of the railroad?—Yes; they are the private property of the railway company.

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121. All that the Act of Parliament prescribes is, that you shall allow locomotives to travel upon your railroad on certain terms?—Yes; after they have been approved by the engineer.

122. But with regard to all the auxiliaries on the railroad, you may charge what you like?—Yes; they have no right to use them without making terms with us.

123. You have a fixed engine at Camden Town?—Yes.

124. Have they a right to make use of that?—Certainly not; that is part of the station.

125. The result is, that you have the power in your own hands, if you choose to use it, of preventing any parties competing with you on your line?—Yes; unless under previous agreement with us.

126. It would be possible for another company to run a short distance on your line with their carriages, but they could not run any great distance; they could not do it from end to end?—No.

127. Mr. *Loch.*] Have they any power to erect stations on your line?—They have not, without agreeing with the landowner.

128. If they have made such arrangements, are they entitled to communication with the railroad?—Yes; we are bound to allow access to our railroad to any persons who choose to lay down to our line.

129. Sir *John Guest.*] How would they manage with regard to the departure of trains?—There would be the greatest possible difficulty. I have always considered it as a question of danger to passengers.

130. Sir *James Graham.*] Under your present management is there any divided control with regard to trains or engines?—At the present moment on the line we have two distinct sets of engines at work, the engines conveying the passengers and goods, and the engines employed in finishing our road.

131. To a slight degree there is at this moment, under the present management, a divided control on the locomotive power?—Yes.

132. In your short experience have you already found any danger to arise from that division of control?—The greatest possible; several accidents have occurred in consequence of that divided authority.

133. Almost all the accidents which have occurred have occurred from the ballast-engines, over which the central control does not operate?—I cannot say that the central control does not operate, but it does not fully; it is under a different department.

134. Will you illustrate to the Committee in what manner that danger arises?—It occurred to myself a few months ago in going to Birmingham; one of the ballast-engines got on the wrong line, and produced a shock; our engineman saw the other engine coming, and backed, and prevented the great mischief which might have occurred, but he was not able to prevent a great concussion.

135. Was not there an accident in the tunnel a few weeks ago?—Yes; that did not arise from the ballast-engines, but from the goods' train, from the circumstance of its having been kept on the Grand Junction too long, and thrown out of its time, and therefore being overtaken by the other train.

136. From your past experience, if all the difficulties were overcome, with regard to the peculiar arrangements, and there were rival trains running on the same line, have you the slightest doubt that great danger to the lives of the passengers might occur?—The greatest possible danger; take the case of the London and Birmingham, and the Grand Junction Railways; those two railways are following different systems with regard to their locomotive power; on one, four-wheeled engines are used; on the other, six-wheeled, under different contractors and superintendents, and there would be the greatest possible rivalry between the engine-men of the two systems, and therefore of course there would be consequent danger.

137. If the principle of rivalry were introduced and sanctioned by the Legislature, and serious accidents arose, would it not be quite fatal to the value of your property?—It would interfere with the value of our property.

138. If from such rivalry serious danger to life ensued, would not that operate most prejudicially to the concern?—Certainly.

139. Have

139. Have you the means of knowing whether confidence in the power exercised by you, to the exclusion of rivalry, has entered largely into the consideration of the persons who have advanced their capital?—I should say so, certainly.

140. Sir *John Guest.*] Suppose an arrangement made, that an engine should start at the same time as yours, would there not still be danger from one going faster than another?—It would be impossible to regulate their relative speeds.

141. Mr. *Shaw Lefevre.*] You cannot be responsible for the safety of the passengers unless you have the complete control of the locomotive power?—I state that as my own opinion, and it is the decided opinion of the agent for our locomotive power, Mr. Bury, that it must be under our control.

142. Mr. *Loch.*] You stated some time ago that you conceived a railroad company was subject to all the liabilities which other carriers were; have you any regulations you have put forth, attempting to limit that liability?—As regards horses; the declaration as to carriages was quite erroneous, and is altered, and it is with great surprise I find it inserted; there was no order from the Board for it, and how it got in I am not aware.

143. It was on your tickets?—Yes, and I can account for it only on the ground of its being copied from the Grand Junction ticket; we never thought of being relieved from paying for the injury of carriages; and we have never made a difficulty about paying that.

144. That regulation is done away with?—Yes.

145. It exists only as regards the horses?—Yes, which never came under the provisions of the Carriers' Act.

146. Lord *Granville Somerset.*] When that regulation was in existence, would it bar the common law right?—There may be a doubt upon that subject.

147. Do you conceive you have a strict legal power of making such conditions as you please upon that point, so as to prevent your passengers having any means of redress for damage?—I really do not feel myself competent to answer that question legally; I stated that there was a doubt.

148. In that respect, you qualify your former evidence?—Yes, so far.

149. *Chairman.*] Have you any regulation on your line with regard to your being responsible for carriages?—We have not; for horses we have.

150. Do you consider that under your Act you have a power of getting rid of that responsibility?—No; there is nothing in our Acts which gives us that power; we think we can, under the common law, limit our liability by the signature of the party with whom we enter into contract.

151. You stand upon the ground of the party's signature?—Yes.

152. Sir *John Guest.*] Do you not compel him to give that signature?—We should not take his horses unless he does.

153. You consider that when given, it is binding in law?—So we have conceived.

154. That this compulsory agreement between you and the party who sends horses alters the law?—Yes; and so far it is done designedly by us, in order to limit our liability on a description of property over which we have no control; it might be a vicious horse, which might kill himself.

155. Though a person might contend that he had a power to send his horse as he would on any common road, you endeavour to limit your liabilty?—Yes.

156. Sir *James Graham.*] Your monopoly being complete, you have exercised the power of limiting the liability by the signature of the party; is there any limit to the extent to which you might carry it?—That is a question which I feel hardly competent to answer; we only limit it in one instance.

157. If you might do it with respect to horses, why might you not do it with respect to goods?—Horses were not under the liabilities of the Carriers' Act.

158. Might you not do it equally with respect to life and limb?—That would be a considerable question.

159. Your monopoly being complete, is there any restriction to the extent to which you can carry it, by requiring the signature of the party?—I do not think there is any other instance of doing so.

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160. Sir *Harry Verney.*] Have any carriers ever refused to sign this agreement?—Not as regards horses; I found, on inquiry, that, as regards carriages, there had been a little demur, but no refusal that I am aware of, and this is now abandoned.

161. Lord *Granville Somerset.*] What is a party who wishes to send a horse required to sign?—I will put in a copy of it if it is wished.

162. Do you mean to say that you endeavoured, by means of obtaining the signature of the party, to get rid of your liability for any injury?—We never attempted to get rid of that liability, but only to relieve ourselves from the liability which may arise from a horse kicking himself to death in the box; but where it was shown that the injury arose from a defect in our own machine, we paid for the injury.

163. Your notice goes further than your explanation, does not it?—The notice is in these words: "The London and Birmingham Railway Company give notice that they will not, under any circumstance, be answerable for injury to horses conveyed upon their railway, and they will not receive any horse for conveyance unless accompanied by a declaration, signed by the owner or his authorised agent, that the Company are not to be liable for injury to such horse while in their custody, although every proper precaution will be taken to secure their safe conveyance." I think our solicitor made it as strong as he could.

164. Mr. *Loch.*] The regulation as to carriages was carried to the same extent, was it not?—It was in the same words, but we never enforced it in reference to carriages.

165. Has it not been the case that you refused to pay for luggage?—We are paying for loss of luggage nearly every day.

166. Is there not a note on your ticket, "The Company will not be responsible for any passenger's luggage unless booked and paid for?"—If booked and paid for, they are liable.

167. Lord *Granville Somerset.*] What do you charge for luggage?—We charge 1*d.* a pound after a hundred weight.

168. You have the power of charging the whole?—Yes, from the first pound, but we do not.

169. How is it, that one of those orders with respect to carriages was introduced without the knowledge of the directors; what security have the public against improper or harsh orders being given, if an order like that with respect to carriages is stuck up in your office and acted on without the authority of the directors?—I do not think it was ever acted on; we have never evaded the payment for any injury to a carriage; I believe that was copied from the ticket of the Grand Junction Company; the moment it came before the directors it was done away with.

170. What means do you take to prevent the servants of the company making regulations not in conformity with the wish of the directors?—It is the practice to bring every regulation before the directors.

171. Mr. *Bingham Baring.*] Several parties have complained that they have not found sufficient accommodation at Weedon for conveying their carriages, have they not?—Perhaps they have not written the day before.

172. What number of trucks do you feel it necessary to keep there?—Mr. *Creed.*] We are guided by the average return of the carriages conveyed.

173. The second-class trains stop at every station, do they not? —The mixed trains do not all stop at every station.

174. Do the first-class trains always stop at the same stations?—(Mr. *Glyn.*) No, they stop at all the first-class stations except Roade and Blisworth; there they vary; it is not quite alternate, but they vary.

175. Are you aware that that has been the cause of considerable inconvenience to many passengers?—I am aware that it has been so represented, but I ought to add in explanation, that the station of Blisworth is scarcely finished yet; it is intended to make that permanently a first-class station, and then that at Roade will be a second-class station.

176. Why did you charge from Roade to Blisworth before it was completed?—We had a very strong representation from the people at Northampton which occasioned our doing it.

177. You

177. You have two trains which leave Birmingham, one at three and another at four, both first-class trains, one stopping at Roade, and the other at Blisworth?—Yes.

178. Does not that create considerable inconvenience to the Northampton passengers, not knowing precisely at which they will stop?—We have had one representation to this effect, but I believe it is now pretty well known which calls at one place and which at the other; I think this difficulty arose just after the new arrangement was made.

179. *Chairman.*] Have you had any disputes or difficulties with regard to passengers who have represented that they have paid their fare and have not paid it?—We have had some instances, many instances of fraud, but only two instances in which it ever came to any difficulty.

180. What is the regulation with regard to the payment of passengers' fares: do you make people pay beforehand?—We do, and take out a ticket.

181. Must that ticket be presented at the end of the journey?—At the last station but one.

182. Supposing a dispute arises from a passenger having lost his ticket, what steps do you take; do you make him pay his fare?—He should pay it at that station; but if he does not, then the ticket-clerk at the station reports it to the guard, and the guard is directed to report it to the superintendent of the station, either Birmingham or London, and then to get the fare from him, or to have an explanation with regard to the lost ticket.

183. Supposing this explanation proves unsatisfactory, what means have you taken?—It has occurred only in three instances that a passenger has been detained; provided there appeared a clear determination of depriving us of the fare, under the power of the Act, they take them before a magistrate.

184. Have you powers under the Act different from those which are enjoyed by stage-coachmen?—We have powers under the Act, with the assistance of our by-laws.

185. Will you state whether you have made a by-law upon that subject?—We have; but it may save time if I state that in our new Act there is a clause introduced, which only authorises us to detain a person in the event of his not giving either payment of the money or security for the payment of the money; then we detain him, and take him before a magistrate.

186. Do you conceive you have a right by law to detain any party, and take him before a magistrate when in that situation?—It is the first by-law. "No passenger will be allowed to take his seat in or upon any of the Company's carriages, or to travel therein upon the said railway, without having first booked his place and paid his fare. Each passenger booking his place will be considered as binding himself and agreeing to abide by and observe their rules and regulations, so far as they concern himself; he will on booking his place be furnished with a ticket, which he is to show when required by the guard in charge of the train, and to deliver up prior to his quitting the Company's premises at the end of his journey. Any passenger refusing to produce on request, or at the end of the journey to deliver up his ticket, will be required to pay the fare from the place whence the train originally started, or in default thereof is hereby made liable to the penalty of 40 *s.*"

187. Upon that you can take him before a magistrate, and confine him all night?—We can detain him, and take him before a magistrate in the course of half an hour, if we can find one; if not we must detain him.

188. Lord *Granville Somerset.*] Have the goodness to state under what law you do that?—I can point out no law except our power to make rules and regulations for the proper control of our business.

189. Does your Act say that you can make a law by which he shall be able to be laid hold of?—No; certainly not.

190. What is the law by which you can be enabled to lay hold of that man and take him before a magistrate?—Unless we have power to make by-laws to that effect, we have no power.

191. Do you conceive you would be acting legally if you took by main force a man in that situation before a magistrate?—We are advised that we are entitled; all those by-laws were drawn up by our solicitor, under the advice of counsel.

192. Will you point out the passage by which that forcible caption of the person is justified?—Our by-laws are of course under the clause in the Act of Parliament;

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Parliament; we have power to make by-laws, and every person using our railway is subject to those by-laws, and I hold in my hand the by-law to which that alludes.

193. The question refers to the manner in which you can obtain the payment; under what law do you conceive you have power to lay hold of a person and confine him, or take him before a magistrate?—Clause 211 of our first Act gives the power to detain any person and carry him before a magistrate for conviction.

194. The way in which you presume you have power is that you have the power to make by-laws that constitute the offence under the Act; you then revert to the original power as to offenders against the Act and say, that if the person does not give his name and residence you have the power to capture him?—Yes.

195. The practical result is, you are enabled to take anybody who may have lost his ticket, if he does not choose to pay the fare you demand, before the magistrate, by main force?—Yes.

196. *Chairman.*] What reason have you on your railroad for making that regulation with regard to the production of tickets at the end of the journey, when you are aware that it is not done on others?—We are perfectly aware that it is not done on others, but we are also aware that great frauds have been practised on other railroads, and we took it up as a better system.

197. Sir *James Graham.*] If the Legislature should continue to you the monopoly which you admit you possess, in consideration of the safety of the lives of passengers, are you prepared to state whether there would be any objection on the part of your direction to a supervising power over your by-laws on the part of Parliament or the executive Government?—No; we are exceedingly anxious, instead of being left to the present system with regard to by-laws, that they should be defined; whether it is possible for Parliament to lay down the by-laws with sufficient certainty at present, I cannot say, but we are exceedingly anxious not to be left at any uncertainty.

198. Would you object to have your by-laws submitted to some public officer, and that they should not be binding without his consent?—Certainly not; and in the Act we are now carrying through we have inserted a clause that no by-law shall take effect unless it has received the approval of a judge and has been published in the Gazette and two country newspapers, at least one month previous to application.

199. Lord *Seymour.*] The charge for the carriage of goods on the railroad is limited by Act of Parliament?—The charge for toll.

200. Do you now ask the full extent you are enabled to ask on goods?—We do on some goods, but not on all; we are regulated by a schedule which varies very considerably on different goods; I am speaking of carriers' goods.

201. Mr. *Greene.*] Does that regulation affect you as carriers, or as railroad proprietors?—We are restricted as to tolls, but not as to the cost for locomotive power; it is to be reasonable, that is the word used.

202. Lord *Seymour.*] The company as carriers themselves may ask any price they please?—Yes, they must be reasonable charges.

203. Have you increased your charges since you first began to carry goods?—No; we only began to carry goods on the 15th of this month.

204. *Chairman.*] Have you altered your charge for passengers since you began?—Not since we opened our line through.

205. Are you limited by Act of Parliament?—Yes.

206. Sir *James Graham.*] How much within your limit are you?—On our mail-train we are nearly up to the maximum; the passengers' trains, the first class, are 30*s.*; and in the second class we charge 20*s.* per passenger.

207. Lord *Granville Somerset.*] Your whole charge for passengers is not to exceed 3½*d.* a mile?—Yes; for passengers.

208. But there is no restriction as to goods?—Not as to locomotive power, except by the word reasonable.

209. Sir *James Graham.*] With regard to speed there is no limitation whatever?—No.

210. Have you increased your degree of speed?—We are about to increase the speed.

211. When did you increase it?—Our intention at first was to make it 22 miles and a half an hour, exclusive of stoppages, but we have been running of late at the average rate of 25 miles an hour.

212. For your mail train?—For the mail train and the first-class train.

213. That is in conformity with your agreement with the Post-office?—Yes.

214. When did you conclude that arrangement with the Post-office; under the Act of last session?—We have been working for several months under it; we had our award only a few days ago as to price.

215. You could not agree without calling in an arbitrator?—No.

216. Did the award under arbitration give you a larger or less price than you received prior to the agreement?—It is a larger price than that at which we were working last year.

217. Up to the time at which the award was made, at what rate were you working?—I do not recollect the rate per mile.

218. As compared with what you were receiving last year when the Bill was introduced, do you receive more or less than you were receiving then?—(Mr. *Creed.*) The duty performed is so different that it would be difficult to answer the question without comparing the two returns; it is done cheaper now under the award, than it was done previously.

219. That is, for the benefit of the public and against the company?—(Mr. *Glyn.*) Certainly.

220. With regard to speed, the speed is increased as compared with last July, when the Act was introduced?—Yes; from the 1st of May we are under engagement to carry the mails to Birmingham in five hours by day, and five and a half by night, if the Post-office are ready to avail themselves of the change.

221. Can you state, under the award, what is the sum for which you perform the 112 miles?—£.28. 4*s.* 4*d.* per day for the day mail up and down, and the night mail up and down.

222. That is for the whole 24 hours?—Yes.

223. How much, at that rate, will you receive per year from the Post-office, for performing all the duties between Birmingham and London?—I think that comes to 10,340*l.* a year.

224. Have you any means of knowing what it previously cost the Post-office for the mails?—No, I have not: for it is impossible to take into the account what the coach proprietors received in the shape of the remission of duty and tolls; there was an account presented to the House of Commons last year which would set the question at rest.

225. Is the 10,000*l.* you are to receive more or less than the average for the mails between London and Birmingham?—I think it will appear that the sum we are about to receive is a larger money payment than the payment made to the mail contractors; but if you take into account all the allowances to the mail contractors the payment will be the same probably, but I have not worked out the figures.

226. The public will not pay a considerable sum more for the additional speed of railroad communication than they previously paid for a less speed by horse power?—No; including all the allowances, I think they will not pay more than was paid before; but I should state that I have not compared the figures together.

227. This sum of 10,000*l.* odd hundreds you are sure is the whole you are to receive for the whole duty of the year?—Yes.

228. How long is this to continue?—I think the term is three years; and for that we furnish all the large Post-office carriages, and all the other material besides.

229. The prime cost of that falls upon the company?—Yes; and the cost of repairs and the renewal; there must be two new ones in the course of the three years.

230. They have the advantage of sorting all the way down?—Yes; we take two clerks and a guard all the way down.

231. Are the clerks at your expense?—No; they are the Post-office clerks.

232. That enables the Post-office to receive to a later hour?—Yes.

233. Mr. *Greene.*] When you speak of 22 miles an hour, you mean during the time you are actually moving?—Yes, not including the stoppages at the station.

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234. In point of fact, including those stoppages, you do not go more than 17 miles an hour, do you?—More than that.

235. What is the reason of your extreme inaccuracy as to the starting of the mail train from London?—The great quantity of parcels, which come in quite irregularly.

236. Are those parcels apart from the letters?—Yes; but if we cover the distance, if we arrive at Birmingham at the appointed time, we do our duty to the Post-office.

237. Do you not know that there has been a good deal of irregularity in the arrival at the Post-office?—I do not think there has been any from the cause referred to; but there has been irregularity during the winter, no doubt.

238. Sir *James Graham.*] Are you bound under a heavy penalty to the Post-office if you fail in performing the duty within the stipulated time?—We are not under contract.

239. Is it open to the Post-office to put you under contract at their pleasure?—Decidedly, and at a heavy penalty.

240. In point of fact, they have not thought it necessary to put you under contract?—We suppose not.

241. Lord *Granville Somerset.*] Did the award give you more than the Post-office proposed to give you?—Yes, more than their referee proposed to give, but very considerably less than our referee thought we were entitled to.

242. You have not changed the fares of the passengers from the commencement to the present time?—Not since the opening of the whole line.

243. Before you opened the whole line, was there any difference in the fares?—There was a difference in the short fares.

244. Why did you think it right to make an alteration after you opened the whole line?—Because the proportion after we opened, between Watford and London one way, did not bear a fair proportion to the charge of the whole way; we are obliged to charge one uniform rate the whole distance. Under our present Bill we propose, for short distances, to alter the rule, charging equally to all persons for the whole distance, and equally to all persons under similar circumstances.

245. Do you mean to charge more for short distances than for long?—Our object is to charge less for short distances.

246. Is that because you find a greater degree of rivalry started against you for short distances?—We find that since we raised the fares, at the time the opening took place, we have lost our business considerably with Watford, and Harrow, and Tring.

247. Have coaches been put on those lines of communication?—They have.

248. Will you force those persons who go the long distances to pay more?—No, they will pay the same fares as at present.

249. Sir *James Graham.*] It has been alleged that you bought off coaches between Birmingham and London; is that true or not?—Decidedly not. I wonder how such a report could have originated; there is nothing of the kind.

250. Is the number of your passengers weekly progressively increasing or not?—It has varied pretty much, as the trade of coach proprietors has varied, during the three winter months, to the extent of about one-third of the whole number of passengers, compared with the autumn months, which is our only practical experience; now it is increasing again.

251. Is the number of passengers by night increasing?—Certainly, it is increasing now.

252. There is greater confidence?—Yes.

253. Mr. *Loch.*] Does the difference of fare between the mail and the other first class for passengers make a difference as to the number of persons who go?—No, I think their comfort, as they get better accommodation in the mail-carriage, induces them to pay the half-a-crown.

254. Lord *Granville Somerset.*] You submitted to Parliament an estimate of the number of passengers when you applied for your Bill, have you found that

that estimate supported by the result of the six months since the line was opened?—It has not come up to the maximum yet; and the reason is, that the calculation is made upon the Yorkshire as well as the Lancashire traffic, and we do not receive our whole quantity.

255. Was there not a calculation made distinctly of the traffic between London and Birmingham?—There was.

256. Can you state to what extent that calculation has been realized?—I can state that we have come up to the amount we expected.

257. What was the estimate of money to be expended on this undertaking you laid before Parliament?—£.2,750,000.

258. You now state that it will cost five millions and a half before it is completed?—Yes.

259. To what do you attribute that great difference?—One great difference is the construction of the line from the Camden Town station to Euston-square, which was not calculated originally; that, including the station, cannot have cost us less than 380,000*l*. Then the Kilsby tunnel, which has been one of our greatest works, has exceeded our estimate to a very large extent; the contractor failed, and the soil was most unfavourable; that exceeded the amount greatly; and also the cutting at Blisworth, the Watford, and the Primrose-hill tunnels; and there is one expense no engineer could estimate, the expense of stations, and there we have arrived at a most fearful excess; but the particulars will be furnished in the statement put in.

260. Sir *James Graham.*] Did you form an estimate of the average cost of your establishment?—No; we made, in the way all railway companies do, a deduction of so much per cent. That was founded on the experience of the Liverpool and Manchester Railway; but it is impossible to judge what the cost of our establishment would be. There is one other source of the difference in the amount of outlay, the land furnished has exceeded the Parliamentary estimate nearly one-half.

261. Lord *Granville Somerset.*] Has that arisen from the company being liberal to individuals, without the intervention of juries, or juries giving larger amounts than you expected?—In some instances by a jury, but in general by reference. The tenants' claims for the damage done to the land by the contractors, have far exceeded any estimate that could be made.

262. Did the materials rise in price?—Yes, a little, and the labour rose too.

263. Mr. *Bingham Baring.*] With reference to the damage done by fire, there was a case of destruction at Roade lately, was there not?—We have had no case of damage by fire; there was an attempt to make us pay in one instance.

264. You give notice when you think that the farming-stock is placed nearer to the railway than it ought?—Yes.

265. Mr. *Loch.*] Supposing you were to set fire to an adjoining plantation, would you consider yourselves liable?—I am not competent to answer that question; there would be a good deal of proof I think before they could make us liable.

266. Sir *John Guest.*] Would there be any practical difficulty or objection on the part of the company to giving the Committee an account of the original estimate, under the different heads, and the expenses under those different heads?—Not the least, as far as we can do it.

267. The estimate of the Parliamentary expenses, for instance, and the actual expenditure, and so on?—Yes, it is before Parliament, in proof of the different preambles, when we have come to Parliament; we have furnished it regularly to our proprietors every half year; this is the list we return to our proprietors. The engines and carriages also have far exceeded our estimate.

268. *Chairman.*] What arrangement have you for police upon the railway?—We have our own police; they are sworn in as special constables, but are appointed and paid by us.

269. They are your servants?—Entirely our servants.

270. But, at the same time, as special constables they would be bound to execute the law?—Yes.

271. Lord *Granville Somerset.*] What is your system of fencing generally?—A good and substantial fence, of uniform height.

 272. What

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272. What do you understand by a good and substantial fence?—That which will keep out cattle; we have had only one accident by cattle straying.

273. You consider yourselves bound to erect such a fence as would prevent cattle or persons getting over without any difficulty?—That which will keep out cattle a man might climb over.

274. Have you any means of keeping out pigs and sheep?—Yes.

275. Have you regular fencing against that intrusion?—Yes, and we have planted all down the line; our intention is to have a very good quick hedge all down the line.

276. Do not you consider it essential to the safety of travelling that there should be a very good fence?—I do; I think more accidents have occurred on other railroads from the fact of cattle straying on the railroad at night (which they will do in consequence of its dryness) than anything else.

277. Will there be any difficulty in calling on a railroad company to make a fence of that sort, by force of the present statutes?—I do not recollect the clause at this moment, but I think it is in the power of the magistrates to call upon us to do so.

278. Mr. *Loch.*] Have any accidents taken place on your line from want of that knowledge on the part of the engineers which they ought to have acquired previous to becoming engineers?—I am not aware of any; carelessness of course will occur.

279. Have you any difficulty in procuring proper engineers?– No; our locomotive engineering department is under Mr. Bury, of Liverpool; he has had very considerable difficulty in keeping them, but not in finding them; he has a very large establishment of his own.

280. Would you consider it expedient that any person should be permitted to be appointed an engineer on any line who had not undergone some previous examination, by some competent board or person, as to the amount of his qualifications?—A regulation of that kind has never occurred to me; any regulation which would give confidence to the passengers is one which every company ought to be ready to adopt; but there might be some difficulty in constituting the board.

281. Mr. *Bingham Baring.*] Have there been complaints against your engineers?—No; I do not say that there may not have been carelessness.

282. Sir *James Graham.*] In what manner are your locomotive engines provided?—We put our locomotive department under Mr. Bury; he furnishes all the plans, and we send them to the contractors.

283. A competition is arising in that manufacture?—Yes, but not equal to the demand; they are higher in price than they were, in consequence of the demand.

284. The locomotive engine is dearer now than it was two years ago?—Yes.

285. To what extent?—(Mr. *Creed.*) Our locomotive passenger-engines cost us 1,200*l.* now; the price in 1834 was 900*l.*; in 1836, 1,120*l.*; in 1838, 1,200*l.*; in 1839, it is 1,250*l.*

286. The price continues to rise?—(Mr. *Glyn.*) Yes; there is a great demand from abroad; and though several houses have come into the trade of late, the price is raised.

287. Is the construction of the locomotive engines improved, or is it the same as it was?—Mr. Stephenson and Mr. Bury differ as to the construction; one prefers the six-wheeled engine, the other the four; we are under Mr. Bury, and use the four-wheeled engine.

288. Within the last two years, has any important improvement been effected in the engine?—No, there has been no important improvement effected in the engine since we have opened the first part of our line; there are some minor alterations practised by some of the makers.

289. Mr. *Shaw Lefevre.*] Have you the same security as to the four-wheeled engines, of their not going off the line?—That is a question for the engineers; I should wish the engineers to speak to that.

290. Sir *James Graham.*] Is the limitation of passengers, or of goods conveyed, in consequence of the difficulty in getting your supply?—The London and Birmingham Railway are supplied, but the North Midland and other lines have found a great difficulty in getting their supply; and there is a question whether they shall not be delayed in the opening, from the want of supply; but many

many engine-makers are refusing work; the demand for abroad has been such, that it was difficult to get a contract for engines to be supplied the other day.

291. Has this country almost the whole supply?—Entirely. They are trying to make them in America.

292. Are locomotive engines sent from this country to America?—Yes, they were.

293. Mr. *Thornely.*] Have you heard of an engine being brought from America to this country?—Yes; but I understand that it is only by way of experiment, and that it is not paid for, until the company find it will answer.

294. Sir *James Graham.*] Have the engines for the Antwerp and Brussels Railway been supplied from this country?—Yes, principally.

295. Lord *Granville Somerset.*] What is your internal system for preventing accidents?—I have put in an account of them here; the engine-men are entirely under Mr. Bury.

296. In what manner are the regulations made, so as to prevent collisions, and so on?—By a system of signals along the line.

297. Has each train a superintendent?—The head guard is the superintendent.

298. At each station, there is a superior person?—Yes.

299. Is that person provided, in the case of extra engines being required, with the means of supplying such engines?—Yes; there is a general regulation that if a train exceeds a certain number of carriages, then an extra engine is put on; and in case of a train not arriving at its time, an assistant engine is sent out to ascertain whether they require assistance, or any accident has occurred.

300. Is there a general superintendence of the whole line under one superior officer?—There is; that is a new regulation, and one which has been acted on only the last few weeks. We found it would require a great deal more than the committee could undertake; it required individual hourly superintendence, in fact.

301. Is it the duty of that superintendent to be constantly passing and repassing?—Yes.

302. Everything is put under him?—Yes.

303. What difference of time do you calculate for security now of the departure of two trains?—We have never yet been obliged to bring it to a calculation of that sort, our trains are so far apart; but our idea is, that when the Yorkshire lines are laid down a train may start every half-hour.

304. You would make a difference between baggage-trains and others?—Yes, between the first-class trains and the second; those calling at every station, and those not doing so.

305. You think one might start every half-hour, allowing for all circumstances?—Yes, there are opportunities of trains passing each other by sidings.

306. Sir *James Graham.*] You travel less quickly by night than by day?—We have only one train up and one train down by night.

307. Lord *Granville Somerset.*] How do you manage to effect your repairs?—Generally speaking, by night; but we have tried to regulate our trains so as to give as long an interval in the day as possible; the interruption makes the repair of the road extremely expensive.

308. When you have put on your trains to the extent of one in half-an-hour, do you think you shall be able to repair your road?—We must give up the day repairs, and we shall not be able to do that until the road be more consolidated.

309. What was your original estimate of cost?—At 50 per cent.

310. What do you conceive it is now?—About that amount.

311. Do you conceive that will be very much reduced?—When the road is more consolidated, it will be less. The cuttings have been most expensive to us; the soil is most unfavourable; they have been washed down, and nearly obstructed the road. We have never yet been altogether stopped for any one day, but it has been as much as the exertion of all the engineers could do to keep the line open. There are 16 millions cubic yards of earthwork on this line.

312. Your embankments have answered well in general?—There have been some slips in parts; but we have been once or twice obliged to give up the

use of one line of rails temporarily, and have the carriages pass over the other for a short distance.

313. That produces some hazard, as well as loss of time, does it not?—The hazard has been prevented by the police.

314. Mr. *Loch.*] You limit the speed in passing on embankments?—Yes.

315. Sir *James Graham.*] Is not the wear and tear regulated by the speed?—Yes.

316. Therefore it is the interest of the proprietor to reduce the speed to the lowest degree required for the satisfaction of the public?—It would be our object just at the present time, because we are anxious to keep the road in as good a state as we can; but, taking the Liverpool and Manchester for example, they do not find that to be the case; now their road is so compact that they go over it without doing injury to the works.

317. Is it not the shaking the rails which produces wear and tear?—If not properly fixed.

318. Is it found that the increased speed does not wear the rails more than the less speed?—According to whether the rails are light or heavy; the power of the action upon the iron is comparatively limited.

319. When your railroad is settled and consolidated, you do not think there will be any inducement to a decrease of speed in your company?—No.

320. Lord *Seymour.*] Have you taken any steps to ascertain how much the iron is diminished by the speed?—We have not.

321. Sir *James Graham.*] Does the increased speed increase the wear and tear of the engine?—Yes.

322. That permanently will remain an inducement to less speed?—Yes.

323. Is that to any great extent?—To a very considerable extent.

324. Lord *Seymour.*] Do you think that the night trains carry usually as many passengers as the day trains?—They vary very much; we do not put so many carriages on the night train.

325. Mr. *Bingham Baring.*] Your lightest train is the four o'clock out of town?—Yes.

326. Lord *Seymour.*] Do you carry many small parcels by your night trains?—We do.

327. Have you limited yourselves in the number of small parcels you may carry by the trains?—No; but we are limited in this way, that, according to the new agreement with the Post-office, we are to stop only at a certain number of places, so that we can only carry to Birmingham and places beyond.

328. Was it made a subject of consideration whether you should be limited to a certain number of places?—I think not.

329. Do you find the mail trains preferred to the others?—The day mail is, and both the mail trains indeed; but I think it arises as much from the hours the Post-office have fixed, not the going with a mail guard.

330. At what hour do the mail trains leave London?—At half-past nine in the morning, and half-past eight at night.

331. Is there any limitation of the weight you are to carry for the Post-office?—There is no limitation, but the present weights have formed an ingredient in the calculation of Mr. Frankland Lewis, nine tons and a fraction.

332. If the future weight should by any alteration exceed the present weight of nine tons and a half, should you require another agreement?—Certainly, because Mr. Frankland Lewis's calculation goes entirely on weight; and likewise, if they should require additional speed, that will be another reason for additional payment.

333. Sir *James Graham.*] Is nine tons and a half the amount of the actual weight at present conveyed for the Post-office?—Yes.

334. Lord *Seymour.*] If a greater weight were sent, should you charge a certain sum more?—No, it would be a subject of reference.

335. Sir *James Graham.*] If it were quadrupled, would that entail the necessity of quadrupling the payment, or anything like it?—No, nothing like it.

336. Mr. *Bingham Baring.*] You refuse to carry gentlemen's carriages by the night train, do not you?—There are only one or two special exceptions.

337. Mr. *Thornely.*] Do you book the parcels sent to you?—Yes.

338. They are booked for delivery at the different stations?—Yes.

339. Lord *Seymour.*] What is the lowest charge you make for a parcel from London to Birmingham?—One shilling.

340. Mr.

340. Mr. *Loch.*] Do you refuse the carriage of parcels on Sunday?—No, we have altered that; it was clearly a mistake.

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341. Lord *Seymour.*] Are you limited as to the weight you are to take by the mail trains?—We have not limited the Post-office, but the calculation of Mr. Frankland Lewis went upon the weight returned.

342. *Chairman.*] You have a Bill now before Parliament, have you not?—We have.

343. As the further consideration of the Reports of Railway Committees was deferred till the 23d instant, with a notice that they might possibly be deferred afterwards, it may be necessary, in consequence of this Committee, to defer it still longer, unless some arrangement is made with those parties who have Bills before Parliament, that they may not be kept waiting until this Committee have come to such recommendation as it may give to Parliament; should you prefer there being introduced into your Bill a clause by which you would be bound to submit to such regulations as might be adopted by Parliament?—I should say that whatever is done ought to be a general measure. There could be no objection to putting in a clause to adopt whatever is recommended by this Committee; but it would be more expedient to put those regulations into one Bill applying to all railways, and not to particular railways.

344. Sir *John Guest.*] You would have no objection to accede to any regulation made as to railroads generally?—Certainly not, to any equitable regulation.

345. *Chairman.*] You would prefer having that clause introduced rather than not be permitted to proceed with your Bill?—Certainly.

346. Sir *James Graham.*] Some of the companies have not Bills now before Parliament?—They have not.

347. Any regulations of detail introduced into the Bills of companies now presenting Bills before Parliament, would be very partial?—Certainly, they would.

[*Papers delivered in; Vide Appendix.*]

Lunæ, 22° die Aprilis, 1839.

MEMBERS PRESENT.

Mr. Henry Baring.	Mr. Loch.
Mr. Freshfield.	Sir Robert Peel.
Sir James Graham.	Lord Seymour.
Mr. Greene.	Lord Granville Somerset.
Lord Stanley.	Mr. Thornely.
Mr. Shaw Lefevre.	Sir Harry Verney.

LORD SEYMOUR, IN THE CHAIR.

Mr. *John Moss*, called in; and Examined.

Mr. *John Moss.*

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348. *Chairman.*] YOU are the chairman of the Grand Junction Railway?—I am.

349. Have you any other regulations than those which were sent in answer to the Return to the House of Commons?—I think not; I was not aware they were ordered to be sent in; nor of any others; we have no bye-laws, nothing more than the Act of Parliament.

350. Lord *Granville Somerset.*] What is the date of that Act?—We have five Acts, but I have not the dates of them. I was not aware I should be examined to-day, or I would have procured them.

351. Mr. *Loch.*] Do you happen to recollect the date of your first Act; is it the 6th of May 1833, the 3d of William the Fourth, c. 34?—I think it is.

352. Do you recollect what capital stock you are allowed to raise under that Act?—Under the Acts together, including one for buying a small line, called the Warrington, we have power to raise 1,091,800*l.*

Mr. *John Moss.*

22 April 1839.

353. Under the original Acts, from the paper laid before the Committee, you are enabled to raise, for Grand Junction purposes, in the first instance, 1,040,000 *l.*?—That is the amount.

354. Then, under the Warrington and Newton arrangement, the 10th of George the Fourth, you were allowed to raise the 53,000 *l.*?—The amount of the whole capital, for the small line and the Grand Junction, is 1,091,800 *l.*

355. Lord *Granville Somerset.*] Explain what you mean by the small line?—The branch between Newton and Warrington.

356. Mr. *Loch.*] Have the goodness to state the two termini of the Grand Junction line?—Newton and Birmingham; there was a short line of five miles, belonging to another company, which we bought when we commenced.

357. Under the original Grand Junction Act, the 3d of William the Fourth, c. 34, you have the power to borrow money by loan or otherwise, in addition to the sum you were authorized to raise by capital?—Yes, I should say we had.

358. Do you happen to recollect the extent?—To a considerable extent; but I am not aware of the extent.

359. The question referred to the first Act only?—We had merely the usual powers.

360. £. 346,000 is put down here?—I dare say that is the amount.

361. Then there was the second Act, the 4th of William the Fourth, c. 55; by that you obtain the further power of raising, by loan, the sum of 520,000 *l.*?—Yes, we did.

362. Then you also, when you joined with the Warrington and Newton, obtained all the powers they had obtained previously of raising money upon loan?—Yes.

363. It appears, by the 10th of George the Fourth, c. 37, they had the power of raising a capital of 53,000 *l.*, with the power of borrowing, by loan, 20,000 *l.*; and, by a subsequent Act, 11th George the Fourth, c. 57, they obtained the further power of borrowing 20,000 *l.* more?—We obtained all those powers under the new Act.

364. Have you obtained any further power for the creation of more capital, or borrowing upon loan, in addition to those powers?—We obtained powers to make half shares, having filled up our capital, and raised the whole sum to 1,091,800 *l.*; we then got an Act of Parliament to make half shares, to pay off the sums we had borrowed.

365. You do not happen to recollect the date of that subsequent Act?—No, I do not; it was last year.

366. Mr. *Greene.*] Was the Act to raise an additional sum, or only to pay off former loans?—Only for the purpose of making shares to pay off former loans.

367. Mr. *Loch.*] In addition to those powers, have you any power of borrowing money in anticipation of calls?—I am not aware of any.

368. You have raised the whole of your capital, and also the whole of the sums you are entitled to raise upon loan?—No; we have raised the whole of the original capital by the creation of 10,938 shares, of 100 *l.* each; then we borrowed 583,922 *l.*; then we raised, from new shares, the sum of 218,360 *l.*; and we have paid off already 105,000 *l.*, and are going on in the course of payment

369. You have applied a portion of the 218,000 *l.* in liquidation of a part of the money borrowed?—Yes.

370. What is the sum you have paid off?—£. 105,000.

371. What is the amount of your present debt?—£. 478,922.

372. You have called up the whole amount of your capital upon the original shares?—Yes; the whole amount.

373. And you have paid dividends both upon the original capital and the half shares?—Upon a certain proportion only; dividends upon the whole capital of the original shares, and dividends upon the half shares to the extent that they have paid up.

374. What proportion of the half shares has been paid up?—£. 20.

375. You have restricted your dividends upon the half shares to the proportion that has been paid up?—Yes; the first half-year they paid 10 *l.* and they received a tenth of the dividend. The next year they paid 20 *l.*, and they received one-fifth.

376. You have completed the whole of your works?—I do not think that they ever complete railroad works; we have let the line to a contractor, and that almost amounts to a completion of the works.

377. To keep it in repair?—Yes, for seven years.

378. Mr. *Shaw Lefevre.*] At how much per mile have you let it?—About 250 *l.* a mile.

379. *Chairman.*] Do you expect that the necessity for repair will diminish as the line hardens?—I should say that the contractor thinks so; he was very anxious to make an arrangement in case of his death, in the earlier part of it, that he should be allowed to transfer it to other parties.

380. Does any Act of Parliament oblige the Grand Junction Company to allow any persons to place locomotive engines on the railway in general?—I think any person can place them, under the general Act.

381. Have any been placed on it?—Yes; some have for carrying coals. Mr. Firmson has an engine of his own for carrying coals.

382. Do you apprehend any inconvenience from allowing other persons than the company to furnish locomotive power?—The greatest possible inconvenience, if it was general.

383. As far as it has gone has there been any inconvenience?—He is only allowed to carry at certain times; he takes a few loads of coals a day and he keeps to our times; he only goes two miles.

384. What is the whole length of the line?—Eighty-three miles, and fourteen part of the Liverpool line.

385. You go with your engines upon the Liverpool and Manchester line?—Yes.

386. Is there any inconvenience found from your taking your engines on that line?—Some little, but the boards being almost the same, there is a good feeling between the two; but constantly collisions take place, which we settle in the best way we can. An accident happened two months ago to two of the engines, wherein some people were injured; we did not know where to find the fault to turn either engineer away, although it is a thing that has cost 1,200 *l.* or 1,400 *l.* to the company. Again, with regard to the starting, there is some inconvenience: in short, there is a kind of spirit between the engineers which the directors find a great difficulty in keeping down, and if it was not for the companies determining to act together, there would be greater difficulty.

387. Lord *G. Somerset.*] You are deputy-chairman?—Yes, of the Liverpool and Manchester.

388. And although the directors are very nearly the same individuals, and great anxiety prevails in both directions to prevent anything like rivalry, great inconvenience does arise from rivalry?—Yes, there does; and although we have the son of their principal engineer as ours, and the works are together, still notwithstanding it is difficult to keep it down at times.

389. I think you have already stated some serious accidents have happened, in consequence of that sort of rivalry?—One accident happened in consequence of the engineer coming down the inclined plane at too great a speed; one man laid the fault upon the other man stopping where he ought not to have stopped, and the other laid the fault upon the other for coming down too fast upon the inclined plane. The company agreed to pay all the expenses in the first instance, and leave it to arbitration who should pay it ultimately.

390. The inference from your statement would be, that where two different parties should put engines upon a railroad, there is more danger than where it is under one control?—Decidedly.

391. Do you not think it would be expedient to amend your powers to that extent, to make the company the only carriers, instead of allowing others?—I am quite of opinion that the Act ought to compel the company to find locomotive power as well as the road.

392. And no other?—No other.

393. At the same time that you give that opinion, would you have any objection to have your bye-laws with regard to goods and passengers subject to supervision, and disallowance if thought proper, by some tribunal?—I cannot see the least objection; we have no bye-laws.

394. You have the power of enacting them?—I do not know; we do not enact them.

395. *Chairman.*] You do not find any inconvenience from the want of bye-laws?—None at all.

396. Mr. *Greene.*] What distinction do you draw between making bye-laws and

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regulations respecting the traffic: you make regulations with regard to carrying persons' carriages, that you will not be answerable for damage?—That is a regulation made in the office; it never came before the directors; and I was surprised to find, when I took my own carriage down lately, it was our own regulation.

397. Lord *Granville Somerset.*] Does not that regulation come under the name of a bye-law?—No, I think not.

398. Mr. *Greene.*] Are not the public at the mercy of your officers as well as the directors?—Yes, until complaints come; if any complaint had ever been made of it being objectionable, it would be done away with.

399. Do you think it expedient that the officers of the company should make regulations respecting the traffic independent of the directors?—I do not mean to say that was the case in our railway; it may have been done when I was not at the board.

400. As a principle, you would admit that it is not fitting that the servants should make regulations independent of the board?—Certainly.

401. Mr. *Loch.*] Is that regulation as to carriages done away with?—I am not certain that it is our regulation; I do not think it is done away with on the other line.

402. Lord *Granville Somerset.*] In this instance, if I understand right, you have the power to prevent any other persons travelling on the line, unless under such regulations as you choose to impose?—A person could not come on, because if we did not supply them with water that would be the great hindrance; they could not do so; practically speaking, no other party could come on.

403. No other person has a right to make use of your water, your stations, or your guards?—No.

404. Practically speaking, you are monopolists?—Yes.

405. Would it not be better for the company on the one hand, and the public on the other, that you should be positively monopolists, and your rules and regulations subject to the control of competent authority?—I am of opinion, decidedly so.

406. Mr. *Freshfield.*] Practically, is it not so now, that no one should use the railroad but by your consent; might you not give that consent upon the terms of your having the control?—I think there would be great difficulty in giving the consent; the company would feel the danger of allowing other engines to go on.

407. A part of the railroad is already so used on the Liverpool line; could not you allow the use of the railroad upon such terms as would give the absolute control to some one body; in any instance in which locomotive power is allowed to be used upon the railroad, could not you give the power upon such terms as would give the absolute control to some one body?—Certainly we could.

408. Whether the power was given to you by Parliament, or was practically within your reach, could not you so shape the regulations as to effectuate that object?—Yes, certainly; but it would be more satisfactory if Parliament were to define it.

409. Should you not think it desirable that the regulations should have a more permanent character, and be in the nature of bye-laws, to be submitted to some revision?—Certainly.

410. Lord *Granville Somerset.*] Would it not have this advantageous effect, that the bye-laws of the different companies would be the same?—Yes.

411. You at one time proposed to the Post-office to convey the mails all the way through to London?—In a conversation with Colonel Maberly I mentioned it.

412. What was the primary cause of its being abandoned?—The difficulty would have been getting water upon the Birmingham part of the line; we never applied to them; it was merely a conversation; I was never authorized by the board to make the suggestion.

413. You anticipated that difficulty?—Yes.

414. Mr. *Shaw Lefevre.*] Do your engines run upon the Birmingham line?—No.

415. There is a change of engines?—Yes, our coaches run upon their line, and theirs upon ours.

416. *Chairman.*] There is no difference in the rails?—No.

417. Mr. *Shaw Lefevre.*] Are your engines constructed upon a different plan?—Yes, with six wheels.

418. Have you had many accidents from engines getting off the rail?—Very few; we had many accidents in the first instance of axles breaking, but we have not had any for some time.

419. Do you consider the six-wheel engine the safer of the two?—We think so; there is a great difference of opinion upon it.

420. *Chairman.*] With regard to the fencing of your line, the company are bound to preserve fencing?—Yes.

421. Supposing they were allowed to get out of repair, would there be any remedy against the company?—Yes; we have had to pay for some cattle getting upon the railway and overturning a carriage, and injuring some horses that were in it; we paid 200 *l.* to the proprietor.

422. What description of fences do you usually use?—Chiefly four rails; we have a quick-set fence with four rails to keep the fence in order, and whole wire-work to keep the sheep out.

423. That is an adequate fence for sheep and pigs?—Yes.

424. Lord *Granville Somerset.*] What is the height of the fence?—As high as a five-barred gate.

425. When you first opened you had nothing to prevent sheep getting in?—I believe we had; in making the line the contractor made all the fences.

426. When you first opened the Grand Junction in July 1837 there were no fences, were there?—I think there were.

427. Were not they simply posts and rails without any fence?—Posts and three rails, and wire put between the three rails; strong wire.

428. Were those rails sufficient to prevent the cattle getting on it?—Yes, with one exception, which was owing to some person breaking them down.

429. You consider good fencing a very important element in a railway?—Yes; certainly.

430. There is no mode of enforcing it but by application?—By a private application.

431. If private parties do not apply, there is no mode of compelling it?—They are so necessary for our own safety, we should do it, and the person who has taken the contract has agreed to keep them in repair.

432. Supposing you were not to do it to protect yourselves, is there any person to apply for it except those over whose lands the railway went?—No other; but I never heard of any complaint upon the subject. We are extremely obliged to any person who will come and give information of any defect in the fencing.

433. Is the repairing of the fences included in the contract of 250 *l.* a mile?—Yes.

434. With regard to your liability as carriers, do you consider yourselves liable in the same way as coach proprietors and canal carriers?—Yes.

435. Have you laid down any rule by which that liability is at all altered?—I am not aware of any.

436. Would not the rule about the carriages be an attempt, whether successful or not, to prevent your liability at common law?—I think it would.

437. That rule was enforced at one time?—Yes, it was.

438. Without the sanction of the directors?—I was not aware it was existing.

439. Do you conceive that rule was laid down illegally on the part of some person or other?—No, I do not.

440. Supposing any person had the power to establish that regulation, and the directors chose to act upon it, would not that be removing that liability to which you yourselves are amenable?—I think myself it would not.

441. You think it would be itself illegal, and not an estoppel to an action?—I do.

442. Have you any rule as to horses?—The same, I believe.

443. The rule as to carriages is abolished?—I do not know.

444. Is the rule as to horses abolished?—No.

445. What is that rule?—I do not know.

446. Supposing the rule as to horses to go to the extent that the rule as to carriages did, should you suppose it would be useless in the event of an action being brought against you?—I think it would.

447. If I came to your station with my horses, and call upon you to carry them, and refused to sign the rule, in what way could I compel you to carry those

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horses if you had room?—That kind of summary notice would not be sufficient, but they would be taken directly.

448. That would be because the officer thought it politic to take them; suppose he refused, have I the means of enforcing it?—I think you would have the choice of sending them in the best way to London, and we should be bound to pay it.

449. Is that your view of the law?—Yes.

450. When did you begin paying the dividends?—We began paying the dividends in June 1838; we paid 5 *l.* every half year till the last, and that was 6 *l.*

451. Do you remember the first dividend?—I think it was in January 1838.

452. You had been at work about six months?—Yes; six months exactly.

453. What was the dividend?—Five pounds.

454. Have you continued to pay the same ever since?—Two 5 *l.* and one 6 *l.*

455. Was that dividend paid out of the profits of the concern?—Entirely so. There was some question whether we had not charged too much to the locomotive power, for axles broke, and it was a matter of doubt with the directors and proprietors whether the axles should be charged to stock or not.

456. But the principle the directors went upon was paying out of the profits?—Entirely.

457. And in addition to that you have paid off 105,000 *l.*?—Yes.

458. Was it paid out of the surplus money in hand or by other means?—Out of the money raised by the new shares.

459. What is the rate of interest you are paying to the lenders of the money?—What we paid off was four per cent.

460. Have you any at five per cent.?—None at all.

461. What is the highest per-centage you pay?—Four-and-a-half.

462. Why did you not pay off the four-and-half per cent. first?—Because the other was the first borrowed; it was borrowed of the corporation of Liverpool, and they wanted it to be repaid.

463. With regard to the four-and-a-half per cent., did you make any bargain not to pay them off before a certain time?—Yes; we named the time with each party.

464. There is a particular period for paying off all the loans?—Yes, the last is April 1845.

465. You apprehend you shall be able to pay off the loans as they arrive out of your profits?—No, out of the half shares; we have got 327,000 *l.* still to be paid up on those calls.

466. How much of the half shares has been paid?—£.218,360 paid up.

467. And 327,000 *l.* is the balance?—Yes.

468. Do you pay the same rate of dividend to the whole shareholders and the half shareholders?—Yes; they get dividends as they pay up.

469. *Pro ratâ*?—Yes; we only allow them to pay up according to the calls.

470. You restrict the dividend to the same rate?—Yes.

471. According to the money paid?—Yes.

472. The whole shares held and the half shares held are in the same situation as to the dividend?—Yes.

473. And no preference whatever?—No.

474. Mr. *Loch.*] At what premium are the whole shares now?—They are at about 104 *l.* premium.

475. The half-shares?—At 44 *l.* They are not in proportion, because they do not receive the same dividend. We only call for it as we want it to pay off the bonds. The last money we borrowed was at 4 per cent.

476. Lord *Granville Somerset.*] What was the date of that?—Last year. The parties asked us to take a further sum. We happen to be in good credit.

477. Mr. *Loch.*] When you have converted all your money borrowed upon loans into capital, the whole capital will be about 2,037,000 *l.*?—I think 2,107,000 *l.*

478. State how you make that out?—The original shares are 1,091,800 *l.* We have borrowed, deducting what we have paid off, 478,922 *l.* Then the half-shares is 545,900 *l.* Perhaps the Committee would allow me to send them up a statement of the exact sums.

[*The Witness was directed to do so.*]

479. Did the cost of the railway exceed your estimate much?—It exceeded it 40 per cent.

480. Under

480. Under what heads would you say the excess principally took place?—I think it is owing to the engineers invariably giving in incorrect estimates.

481. *Chairman.*] Are there any tunnels on your railroad?—No. I think engineers are convinced few parties would go into railroads, if they knew the whole expense.

482. You do not think it arose from their ignorance?—They do not put all the things down; and when you complain, they say, "We do not put down the stations and other things." The persons who take the shares are ignorant of those matters, and they take the shares under the notion that the sum stated is to do all.

483. Sir *Harry Verney.*] Did the expense exceed the estimate?—The shareholders would think so. I do not know that the engineers would; they should put down everything.

484. Mr. *Loch.*] Was there any great excess upon those parts of the work estimated and put down by the engineers?—First there is the land; they put it down at 120,000 *l.* at 130,000 *l.*, and it cost 230,000 *l.* or 240,000 *l.*

485. Mr. *Shaw Lefevre.*] That is not the engineer's estimate?—He knows all the bargains made at the time with the parties, to pay them for their assent, and I contend it is the engineer that ought to state them.

486. Mr. *Loch.*] How does the expense stand as to the cutting and embanking and doing the road?—I do not think it is much exceeded.

487. The outlay upon the stations was not calculated upon at all?—I am told by Mr. Loch he did not put down the stations at all; that he did not put down the expense of the establishment of engines and carriages, which amounted to a large sum; and the land also; and his opinion is, if we took off all those things which he did not put down, it would come pretty near to the first estimate.

488. Then, in short, the whole case was not brought before Parliament at the time the Bill was applied for?—I do not think it ever is.

489. *Chairman.*] Do you find that the wear and tear of the railroad is regulated by the speed?—We are not aware of any wear and tear upon the railroad; and I should think the parties having taken the contract to keep it in order, and not having limited the speed, they did not think it of any consequence.

490. You have not limited yourself to speed?—No, but we have as to weight; we are not to put on a much heavier engine than we have.

491. What is the weight of the one you have?—Thirteen tons, I believe.

492. What is the rate of travelling now?—We go at almost all speeds; at an average of 23 miles an hour.

493. What is the rate you contract to take the mail at?—Twenty-three miles an hour, including stoppages; it is 10 per cent. faster than the Birmingham railroad.

494. Are you limited by the Act in the amount of fares you are to take?—Yes.

495. What is the limitation?—(*The Witness referred to the Act.*) I can hardly tell; it is coupled up with the locomotive power; it is 2 *d.* per passenger per mile.

496. Mr. *Loch.*] Can you state to the Committee whether you are near the maximum?—No; but we can hardly say what the maximum is; it is such price as the directors shall think proper.

497. Lord *Stanley.*] Is not that the case in all railways, that there is no limit as to the locomotive power?—Yes, I believe it is.

498. Mr. *Loch.*] Do you charge the same fares as you did when you originally began to carry passengers?—We have altered them a little.

499. In what way?—It is an alteration for the convenience of the passengers. We have not altered the higher class; it is 21 *s.*; but what we charged 14 *s.* we charge 17 *s.* But then we have introduced another class, bringing it down to 11 *s.* We had no open carriages at first.

500. Lord *Stanley.*] Instead of one class at 14 *s.*, you have one class at 17 *s.* and another at 11 *s.*?—Yes.

501. You have three classes of carriages?—Yes; we found that the first-class passengers went in the second, and the third-class passengers found it very inconvenient to pay 14 *s.*

502. Mr. *Loch.*] Has the alteration increased the number of passengers in the first and third classes?—Yes.

503. Sir *Harry Verney.*] Has it altogether increased or diminished?—We are greatly increasing.

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504. Have you made any change in the short fares as well as the long?—Exactly the same.

505. Mr. *Loch.*] You charge more for the mail than the ordinary carriage?—Two shillings more than the ordinary carriage.

506. Does that difference check the travelling in the mail?—I believe it does.

507. You do not think if you were to increase the number of carriages carrying four inside, you would have passengers enough to fill them?—No.

508. Sir *James Graham.*] Have you come to an arrangement with the Post-office lately?—Yes.

509. Was it settled without calling in an umpire?—Yes, it was.

510. Did that new settlement give you a larger sum for carrying the mail than had been given to you before the reference?—Yes.

511. You receive more?—Yes.

512. To what extent?—I should say 7 *l.* or 8 *l.* a day more.

513. What do you receive a year from the Post-office now?—About 16,000*l.* a year.

514. What did you receive before the award, for the same work?—I cannot exactly state to you; it was not for the same work; there is more work; and we carry a travelling post-office, which we did not before; and it is all night work.

515. Do you supply that post-office?—Yes; we start from Manchester at three in the morning, and from Liverpool at three in the morning, and we get no passengers along the line; that was the principal expense.

516. How long is the bargain binding?—I think for three years, according to the Act; the Postmaster-general has the power of shortening the agreement, and we have not.

517. Is any provision made for the increase of the weight of the letters to be conveyed?—That is provided for in the agreement.

518. Lord *Granville Somerset.*] You raised no money by debentures; that is to say, by money upon the faith of shares already partly paid up?—Not at all; certainly not.

519. *Chairman.*] Are you bound under any penalty to the Post-office, if you fail in performing the duty?—Yes, by a bond to the Post-office.

520. Sir *Harry Verney.*] Have your railway men the power of attending Divine worship on Sunday?—Of course not, those who are going with the carriages.

521. *Chairman.*] Have you as many trains on Sundays as any other days?—Not so many.

522. Have you as many men in attendance along the line on Sundays as on other days?—Certainly not.

523. Sir *Harry Verney.*] Are they the same men?—Our enginemen change every day.

524. The officers of the establishment generally, are they the same men who attend on the week days?—No, at each place we have two men; there is no difficulty in a person going to church; one person can go in the morning, and another in the evening.

525. Are they the same persons every Sunday; or do they change, so as to have one Sunday free?—I should say there is a sufficient number of persons to allow one to go.

526. There is a sufficient number of officers to allow each officer to attend once on a Sunday?—Yes.

527. *Chairman.*] Do any of the carriers use your railway?—Yes, there are three or four who have made arrangements; we are carriers ourselves upon the line.

528. You furnish the locomotive power to the carriers?—Yes, and the waggons.

529. Lord *Stanley.*] Do any of the carriers furnish their own locomotive power?—No, except one, who carries coals.

530. Are there any upon the Liverpool and Manchester?—No, except the men who take coals.

531. Lord *Granville Somerset.*] What is the regulation about carrying goods; suppose there is a great mass of goods comes on, do you take them according to priority?—We have not been so fortunate as to be in that situation.

532. You have yet been able to carry all brought to you?—Yes; we give to each of the carriers a small warehouse to conduct their business upon our line, we being

being carriers also, and allowing them a per-centage out of the toll we charge, for their trouble as carriers; what we think the carriers' profit; we are not anxious to be carriers.

533. You are aware there was a discussion between the London and Birmingham Company and the carriers, as to their not being put upon an equality?—Yes.

534. Has anything of the kind arisen upon your line?—Nothing at all.

535. What remedy has the public against your officers, if they misbehave in any way; is there any remedy except by an application to the directors; or is there any intermediate course by which they might obtain quicker redress?—I am not aware of any.

536. Is the whole of the line under one superintendent?—It is all under the superintendence of a captain of engineers, Captain Clether.

537. He superintends the management of all your servants from the one end to the other?—He has the whole direction of the out-door department.

538. They look up to him, and he is responsible for their good conduct, and you call him to account if anything wrong takes place?—Yes.

539. If the public have any complaint to make, they go to Captain Clether?—Yes; or we have a book at each station, where parties are requested to write down any complaint, which book comes before the court every Wednesday.

540. And that is under the notice of Captain Clether?—Yes, and he has no power to keep it back; he is directed to bring a copy of it before the board every Wednesday.

541. The board sits at Liverpool?—Yes.

542. Where is Captain Clether's residence?—Principally at Liverpool; but he is generally along the line each day, and he has the power of discharging all the inferior persons summarily.

543. Lord *Stanley.*] The complaint-book lies upon the bar, and is fastened to the bar at each station?—Yes.

544. It is always open to the public, and the officer has no power of concealing it?—No.

545. *Chairman.*] As regards the tickets furnished to travellers, do you furnish each traveller with a ticket, and require it at the end of the journey?—No.

546. What is the regulation?—When he pays the money we furnish him with a ticket; then the train goes to the top of the tunnel, about a mile out, and then we collect the tickets from them.

547. Mr. *Loch.*] How do you do it at the Birmingham end?—We take them from them in the yard after the bell is rung to be all seated; a person goes round for that purpose.

548. *Chairman.*] Those persons that get up at the stations on the line, how is that managed?—They are furnished with tickets, which the conductor collects from them immediately afterwards.

549. Sir *Harry Verney.*] As soon as they have taken their seats?—Yes.

550. Mr. *Loch.*] Suppose at the end of the journey one of your officers was to ask for a ticket from any one of the passengers, stating his belief he had not paid, what is the remedy he has on behalf of the company in such a case?—I cannot imagine such a thing occurring.

551. Lord *Stanley.*] According to your system no person can ask, because it is known it is given up at the commencement of the journey?—Yes.

552. Is not the way-bill a check?—Yes.

553. There is the duplicate-book, out of which the tickets are cut?—Yes, and each person brings along with him a way-bill.

554. Mr. *Loch.*] Have you any such power as they have, or assume to have, on the Birmingham Railway, of taking a person immediately before a magistrate in the event of his not being able to produce a ticket?—No.

555. Sir *James Graham.*] Is there any regulation as to the quantity of luggage that a passenger may carry?—I think he is allowed to take 1 cwt.; we are not particular.

556. And all beyond that to be paid for?—Yes, but we never weigh it; I know the other day they referred to me when there was a gentleman taking four barrels of oysters on the carriage, but we did not charge him.

557. Mr. *Greene.*] Now, a party getting in at Birmingham and taking a ticket to go as far as Wolverhampton, what check have you that that man does not proceed further?—We have no check, excepting that the conductor would look out

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and perhaps notice him if he was in the habit of going by the train; I have no doubt many do go further.

558. Mr. *Freshfield.*] You have a minor check, by placing them in different carriages?—We have not much of that.

559. Mr. *Greene.*] Suppose the conductor honestly conceives my ticket goes to the Wolverhampton station only, and he was to insist upon my quitting the carriage, what protection have I against him, or what means have I of showing that the ticket was to carry me on to Liverpool?—I do not think the conductor would make any demand upon you; if he was in the habit of seeing a gentleman going on beyond Wolverhampton, he would perhaps notice it; we have had that occur.

560. Does the way-bill contain the names of the persons?—Yes.

561. Lord *Granville Somerset.*] Do you believe practically you have a sufficient check to prevent the existence of frauds?—I think not; I think there are a great many frauds committed.

562. Have you any intention to change your system?—No, the frauds are not sufficiently extensive to require it.

563. You would rather be subject to the frauds now existing than put on stringent regulations, that might be annoying to honest passengers?—Yes.

564. Have you any regulation as to the time that is to elapse between the ringing the bell for starting and the time the train starts?—Five minutes.

565. May I call your attention to the Act passed in last July; in point of fact, does not that enable you to raise more capital by enabling you to convert debts into capital?—It empowers us to convert debts into capital, certainly.

566. And you have availed yourselves of it?—Yes, to pay off the debts.

567. In any statement of the amount of capital you are empowered by Parliament to raise, this Act ought to have been stated?—I should say not; because it is capital whether we owe it as a debt or as shares.

568. Is there not a distinction between it being capital and debt?—It might still be called capital.

569. Mr. *Freshfield.*] If you convert debt into capital, it would be for the advantage of the public; there would be no interest upon it, and they would only receive their share of the dividend if it was paid?—Yes, exactly so.

570. Sir *James Graham.*] The Grand Junction is not before Parliament this session?—No.

571. Lord *Granville Somerset.*] But by the Act passed last session you were enabled to get rid of the debt and create more capital; therefore in any account stating the money to be raised by loan or capital, that Act ought to appear?—Yes, only it ought to be taken from one and added to the other.

572. It does create a distinction?—Yes.

573. Mr. *Greene.*] But it is not in addition?—No; our object was to convert all our debts into capital as fast as possible, and that is our great object.

574. Lord *Granville Somerset.*] Your object is to have a large number of shareholders?—Yes; that the money should be paid by the shareholders.

575. Sir *James Graham.*] Has all the capital been paid up upon your original shares?—Yes.

576. Sir *Robert Peel.*] Have you had any difficulty in enforcing the payment of any shares?—No, not the least.

577. Any shares forfeited for nonpayment of the instalments?—Not one that I am aware of. There were originally two companies; and there was between the two companies some difficulty.

578. Sir *Harry Verney.*] Do you think that the public would be protected if at the commencement of these railways a royal commission had been issued, under whose supervision they should have been made?—I think very much so indeed.

579. Do you think that a royal commission would have allowed the proprietors of railways to be injured in the way you have stated, by the engineer not including in the estimate the expenses of the station-houses?—I think that a royal commission would investigate the thing much closer than ever it is investigated by Parliament.

580. You think it a pity that a royal commission was not appointed?—Yes.

581. Do you think that it would be desirable to name such commission now?—I think that it would.

582. And from your experience upon railways, what are the functions you would confer upon those commissioners?—I am not able to say; there were some suggestions

gestions drawn out and sent to the Board of Trade after the first Manchester and Liverpool Railway was opened.

583. In what year?—I think in the year 1831.

584. Were they suggestions recommending the appointment of a commission?—The appointment of a board; they are the suggestions of a person much more conversant with the subject than myself.

585. Mr. *Loch.*] Do you think that any of those accidents that have happened on your railway, have arisen from the want of control over the engineers?—I think so; I think the class of men we have as engineers on our railroad, is not equal to what it ought to be.

586. *Chairman.*] Before you appoint an engineer, is he examined in any way?—The misfortune is that there is a great demand for engineers; a man who is a good fireman and active is generally advanced to an engineer, and there are not sufficient pains taken to see what his qualifications are: I would rather see a board appointed to remove that evil.

587. Has it ever occurred to you how that could be remedied?—I think by a board being appointed, where a person might pass an examination and produce testimonials as to fitness to conduct an engine and general character, and afterwards that person should take out a license as a pilot does, or an innkeeper, and find security for his good conduct.

588. What board do you speak of?—A board appointed by the Government to give certificates.

589. How do you conceive such a board could be paid?—I should think from the railroad companies, the expense would not be great.

590. A board similar to the Trinity Board, as far as the pilots are concerned?—Yes; and the companies taking persons passed by that board ought not to be liable for accidents, arising from those persons in disobeying their orders, but in other instances they ought.

591. Would not that limit the liability of the company too much?—No; I think not, if the companies do what they can. At present the company appoint a person, the best they can get, and he disobeys their orders; in the case of accident the public call upon the company.

592. Would that not lead to greater disobedience of orders?—No; because those persons being so licensed would receive a higher pay, and be sought for so much, that they would be afraid of losing their situations.

593. Would it not make the company less anxious to look into the character of the engineers if you were to take the liability off their shoulders and throw it upon the engineers?—I think not; I think the company are anxious to get the best persons possible.

594. Would they be equally so if they had no liability, and their servants were to be placed in their shoes in regard to liability?—I think if the party who conducts the engine was bound to find security in a certain sum, and two friends in two other sums, he would attend to his orders better.

595. *Chairman.*] Would not that increase the difficulty of finding engineers?—No.

596. Lord *Stanley.*] Have you not the power of enforcing it if you think fit, and saying you will take no person who does not find security?—Yes, we might; but if we did, our engineers would leave us.

597. Lord *Granville Somerset.*] At this moment there is such a great demand for good engineers, that there is a great difficulty in finding them?—Yes.

598. But hereafter there will not be, in all probability, that deficiency?—No; and we shall get a better description of persons.

599. Are you willing to give a larger sum for remuneration, so as to secure a better class of persons?—Yes.

600. Sir *Harry Verney.*] What do you pay now?—About 7 *s.* a day.

601. Mr. *Greene.*] Do you pay by the day or the trip?—By the trip; they run two days and stop one.

602. Sir *Harry Verney.*] Have you discharged many of your engineers?—No.

603. Lord *Granville Somerset.*] What do you consider a day's work?—Taking a train to Birmingham, and back to Liverpool.

604. What time have they for rest at either end?—They change every day; they go at different hours every day.

605. The engineer brings down the train from Liverpool to Birmingham in the morning; what time elapses between the proper time of his arrival and departure?—They

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—They depart much more rapidly in the day-time than in the night; three or four hours elapses.

606. But several hours at all events?—Yes; the trip to Birmingham and back only occupies nine hours.

607. There are two or three hours elapse between the trips?—Yes.

608. *Chairman.*] Have there been any complaints against your engineers?—We have discharged two engineers.

609. For what were they discharged?—For disobeying the order in going too fast.

610. Mr. *Henry Baring.*] You said your rate of speed made very little difference in the railroad; with regard to the engines it makes a very considerable difference?—Yes, very considerable in the wear and tear of the engine; that is the opinion of the engineers.

611. Lord *Granville Somerset.*] Do you recollect the allowance made in the original calculation for the wear and tear, whether it was by a per-centage?—I am not aware of that.

612. What do you reckon the average expense of the wear and tear of locomotive power, taking the 250*l.* a mile for the whole distance?—About 53 per cent. upon the gross receipts are the total expenses.

613. Lord *Stanley.*] Do you find that that proportion of wear and tear is diminishing or increasing?—I should say very little difference.

614. You have recently re-laid almost the whole of the line?—Not the Grand Junction. Our expenses were 52½ per cent., deducting the interest of money, which forms no part of the expense.

615. Sir *Harry Verney.*] Do you lay the rails on stone sleepers or wood?—Almost all upon stone.

616. You find that answer best?—Yes.

[*A Paper was handed to the Witness.*]

617. Mr. *Loch.*] Should you have any objection to give in a paper similar to that which has been furnished by the London and Birmingham?—Not the least.

[*The Witness was directed to furnish the same.*]

618. *Chairman.*] Is the number of passengers now travelling by the railroad increasing?—Yes.

619. Do you find that increase equally great in the number of passengers travelling by night as by day?—I think they are rather increasing, for people are getting over the alarm there was in travelling at night.

620. Have there been any accidents on your railway in consequence of travel ling by night?—I am not aware of any.

621. What trains have you by night on the railway?—Two from Liverpool, two mail-trains; one that starts at seven o'clock, and the other that starts at three o'clock in the morning, and two coming in the other way.

622. The train that starts at three o'clock in the morning, does that carry many passengers?—Very few, indeed; that is the cause the Post-office paid us so high.

623. They pay as much for that train as the other?—Yes; it has frequently only taken three passengers; it takes the Scotch mails.

624. If any general regulations were made applicable to railroads, do you think the Grand Junction would object to accede to such regulations?—Certainly not; I do not think they could object to them.

Mr. *Charles Laurence* and Mr. *Henry Booth,* called in; and Examined.

Mr. *C. Laurence* and Mr. *H. Booth.*

625. *Chairman.*] YOU are chairman of the Manchester and Liverpool Railway?—(*Mr. Laurence.*) Yes, I am.

626. You are the treasurer?—(*Mr. Booth.*) Yes, I am.

627. Mr. *Loch.*] How many Acts have you got relative to the Liverpool and Manchester Railway?—(*Mr. Laurence.*) We have six Acts of Parliament.

628. Be good enough to enumerate them?—Our first Act is the 7th of George the Fourth, c. 49; the second is the 7th & 8th of George the Fourth; the next is the 9th of George the Fourth; these two last Acts have no money clauses in them; the fourth is the 10th of George the Fourth.

629. The

629. The 8th of George the Fourth, c. 21, enables you to raise 100,000 *l.*?—Yes.

630. The next?—The 10th of George the Fourth; the fifth is the 1st of William.

631. Lord *Granville Somerset.*] Do you raise money under that?—Yes, we do; the sixth is the 2d of William the Fourth.

632. Mr. *Greene.*] Did you raise any money under the 1st of William the Fourth?—Yes.

633. Mr. *Loch.*] Under your first Act, what was the amount of capital you were permitted to raise?—Under the first Act we were permitted to raise 510,000 *l.* in shares.

634. Then how much were you empowered to raise upon loan?—£. 127,500.

635. Was there any condition annexed to the raising the 127,500 *l.* upon loan?—I am not aware of any.

636. Were not you to call for the whole of the subscribed capital in the first instance?—I am not aware of the circumstance.—(*Mr. Booth.*) I was not aware of it, we have raised the whole; you are aware of that.

637. What is the next Act by which you are empowered to raise any money by loan or otherwise?—(*Mr. Laurence.*) By loan or otherwise; that will be the 7th and 8th of George the Fourth, 100,000 *l.*

638. Under the 10th of George the Fourth?—We were authorized to raise 127,500 *l.* by shares, 5,100 quarter shares.

639. Was that sum for the purposes of the original railroad, or was it for any other purposes connected with the concern?—It was for the general purposes.

640. I think you will find it is stated to be for locomotive power?—(*Mr. Booth.*) It is for the carrying department, waggons and carriages.

641. Then by the next Act, the 1st of William the Fourth?—We were empowered to raise 159,370 *l.* under that.

642. Mr. *Greene.*] By loan or shares?—By shares, 6,375 quarter shares.

643. Mr. *Loch.*] Those are the new quarter shares you were empowered to raise under that Act.—(*Mr. Laurence.*) Yes; the second quarter.

644. The next is the 2d of William the Fourth?—Yes.

645. What were you empowered to raise under that?—£. 398,400.

646. Mr. *Greene.*] Is that by loan or otherwise?—By shares; by half shares.

647. Was there any power in any of those Acts of raising money by loan?—Yes, there was; down to the 1st of William the Fourth we were empowered to raise 796,875 *l.* by shares, and we have raised altogether, including 100,000 *l.* from the loan commissioners, 427,500 *l.* by loan.

648. Could you give me Act by Act the amount for shares and the amount for loan?—I am afraid I have not those particulars; I have not the Acts here.

649. Mr. *Loch.*] Then by the 7th of William the Fourth, what were you empowered to raise?—By the 7th of William the Fourth the company got authority to borrow 400,000 *l.* on the security of the works.

650. Mr. *Greene.*] Could you give me the total of the money you are empowered to raise by shares and the total of the money you are empowered to raise by loan under all your separate Acts?—By the 7th and 10th of George the Fourth, and the 1st of William the Fourth, by the original shares and quarter shares we were allowed to raise 796,875 *l.*, and we were authorized to borrow 427,500 *l.*; and the last Act was totally different from the others; it was a loan altogether upon the credit of the works; the other Acts gave us authority to create shares.

651. Mr. *Loch.*] The 200,000 *l.* you are authorized to raise under the 2d of William the Fourth, that was by loan, and not by the creation of shares, was it?—Yes, it was.

652. Mr. *Greene.*] The 1st of William the Fourth, that is, 159,000 *l.* by shares; you have no power to raise money by loan under that?—Yes, we have, but I cannot tell you what it was.

653. Can you give us the whole amount which has been actually paid up on shares or obtained by the company by loan?—By the first creation it was 796,873 *l.* in shares only.

654. You call the first creation down to when?—Down to the 1st of William the Fourth.

655. Then you have a further sum you were empowered to raise on shares after that?—Yes.

 656. I want

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656. I want the whole amount you are authorized to raise on shares up to the present time?—By the 2d of William the Fourth?

657. I want the whole amount down to the present time?—(*Mr. Booth.*) Taking the whole of the first six Acts, they grant power to the company to borrow money and create shares, at their option, to the extent of 1,224,375 *l.*; that is the whole capital authorized by the first six Acts.

658. That is shares and loans altogether?—Yes; loans in the first instance, with power to redeem them by shares; and we have made shares to that extent.

659. Mr. *Loch.*] How do you deal with the 100,000 *l.* Exchequer loan?—It is included in the first six Acts.

660. You had a right to raise directly by shares 796,875 *l.*?—Yes, by the first Act.

661. How much of this 796,875 *l.* have been paid up?—More than all that, because there is a loan in addition; all that has been paid up.

662. Then in addition to that, by other portions of your Acts you have the power of converting money borrowed into shares to a certain amount?—Yes; the power of borrowing 427,500 *l.*, and converting it into shares.

663. You have borrowed that?—Yes.

664. How much of the other shares that are convertible have been paid up; is it by calls?—Yes; they make the capital 1,224,000 *l.*

665. The first class of shares created by conversion have been entirely paid up?—Yes.

666. But the second class, not created by conversion, have not been paid up?—No.

667. What amount has not been paid up?—The amount which has been paid up of the 427,500 *l.* is 334,125 *l.*

668. Has that amount been paid by the regular calls?—Yes, at stated periods.

669. Then what is your present debt?—That makes a total paid up of 1,131,000 *l.*

670. Mr. *Shaw Lefevre.*] You have 93,793 *l.* not paid up?—Yes.

671. Lord *Granville Somerset.*] Is that in the shape of loans?—It is in the shape of shares not yet called; it will be all paid up next February, according to the scheme promulgated.

672. What debt is there upon the concern?—That explanation accounts for the 1,224,000 *l.*; we have power by the 7th of William to raise 427,000 *l.* by loan; of that we have taken up 171,125 *l.*

673. You have legal authority to raise more by loan than you have exercised?—Yes.

674. Do you pay dividends upon the shares?—(*Mr. Laurence.*) Yes, we pay dividends according to the shares paid up.

675. The same per-centage, in fact, but different in point of amount, according to the amount paid up?—Yes.

676. And that you have done throughout?—Yes.

677. What interest do you pay for your loan?—We have paid different interests.—(*Mr. Booth.*) Four per cent. generally.

678. Any sums at five?—No.

679. When do you contemplate the annihilation of your debt?—Next February the original debt will be all paid up.

680. Will there be any debt left then?—Yes, some debt left; but if we do not borrow any more there will be only 174,000 *l.* debt; that is too small to make into shares, and we are obliged to let it remain a debt.

681. What is the dividend now?—Four and a half generally one half year, and five the other, it has been.

682. Nine and a half per cent. per annum?—Yes.

683. Is there any restriction in your Acts as to the amount of the per-centage?—There is a restriction that after we divide the full 10 per cent., certain reduction shall take place in the toll.

684. Is the toll you are now levying the same throughout?—We have very little in the way of levying toll; we are the only carriers.

685. With the exception of the Grand Junction?—They do not carry between Liverpool and Manchester,

686. But still they come upon your railroad?—Yes.

687. They come into the general receipts?—Yes.

688. Has

688. Has your rate for carrying passengers and goods varied or not since the commencement of your undertaking?—Yes, it has varied; we began with a higher rate than we have now for passengers.

689. You are not at your maximum?—No.

690. Are you at the rate you could be, supposing you were dividing 10 per cent.?—I do not think the law limits us with respect to passengers.

691. With regard to goods?—No, we are not; we do not charge so high as to oblige us to lower even under 10 per cent.

692. Generally speaking, you now charge less than formerly?—The fares have varied. We first charged 7*s.*, and then, not being aware of the great expense of railways, we lowered down to 5*s.*

693. Mr. *Loch.*] What effect had that upon the number of passengers?—The passengers increased; but how far it was owing to the reduction of the fare, or to the confidence of the public increasing, I do not know.

694. You have raised again?—Then there was a duty put on, which made us raise it to 5*s.* 6*d.* for passengers of the first class.

695. Had that any effect in checking the travelling?—No, I think not; it was counterbalanced by other circumstances. But in my opinion every 6*d.* put on diminishes the travelling.

696. Lord *Granville Somerset.*] Had it the effect of restoring any of the stage coaches that had been taken off the road?—No; we are quite within the capability of stage coaches.

697. Mr. *Loch.*] You increased the rates again?—Yes, we got power to make a tunnel into the centre of the town, and a station that cost us 120,000*l.* Then we put on an additional 6*d.*, and it is now 6*s.*

698. That was for additional accommodation afforded to the public?—Yes.

699. *Chairman.*] What is the lowest class?—Four shillings and sixpence.

700. Have you more than two classes of carriages?—No, only two; all the carriages are covered now.

701. *Chairman.*] What is the distance?—Thirty two miles.

702. Have you any bye-laws?—Yes, we have bye-laws.

703. Mr. *Loch.*] You have none but the regulation as to smoking?—We have no bye-law imposing penalties upon others than our own servants, except that one.

704. Have you, by your regulations, endeavoured to limit your responsibility as carriers?—No, not beyond the Act regulating carriers.

705. You have no such regulation as the Birmingham with respect to conveying carriages?—No.

706. Mr. *Greene.*] Have you as to horses?—No.

707. *Chairman.*] What regulation have you as to tickets?—We collect the tickets at the commencement of the journey.

708. In the same way as on the Grand Junction?—Yes.

709. Mr. *Loch.*] Has that led to any fraud?—I have no doubt we are occasionally imposed upon, but not to any great extent.

710. The great extent of your passengers are those travelling between the two places?—Yes; and the others that stop at intermediate places are generally known to the guards after a short time.

711. *Chairman.*] What system of fencing is there upon your line?—Various kinds of fence; according to the nature of the ground; where stone is plentiful, we build walls; where the stone is scarce, we put railing and quickset hedge.

712. Sir *Harry Verney.*] Have you not a bank of earth?—Yes.

713. Universally?—Yes, on the embankments.

714. Only upon the embankments?—(*Mr. Laurence.*) Yes.

715. Do you not find that the best fence in case of an engine getting off the railway?—We should conceive so, but we never had an engine run into an embankment.—(*Mr. Booth.*) I think once the mounds were the means of preventing an engine going over the embankment.

716. Would it have been prevented if there was a wall instead of the mound?—(*Mr. Laurence.*) Not so well.

717. Does not the engine bury itself in the mound, whereas it would drive down the wall?—The wall would not be so good a fence as the mound.

718. You heard Mr. Moss's opinion upon the subject of a royal commission; do you think that would have protected the public against improper railway speculations?—(*Mr. Laurence.*) I think it very possible.

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719. If it had been established some years ago?—Yes.

720. At what period?—I think the period after we got into operation was the time when the greatest number of schemes were brought into operation, and when many would have been prevented if investigated properly.

721. Mr. Moss illustrated the fraud to which the public had been exposed by the circumstance of engine-houses and station-houses not being included in the engineer's estimate; have you found the estimates incorrect in those particulars?—In our instance it was not known what expense the railroad would be; we thought our estimate was very full when we took 510,000 *l.*

722. Do you think it would protect the public if such a commission was appointed now?—I think it would.

723. Mr. *Loch.*] What was the weight of the rails originally laid down?—(*Mr. Booth.*) Thirty-five pounds by the yard.

724. You have been obliged to relay the whole?—Yes; with a sixty-pound rail.

725. Lord *Granville Somerset.*] You have rather a longer bearing now?—Yes; in some parts.

726. Mr. *Loch.*] That was a circumstance you could not have taken into consideration?—No; our engines are nearly double the weight they were.

727. In point of fact you have had to try the experiment for the whole country?—Yes.

728. Lord *Granville Somerset.*] What do you contemplate that the royal commission should do?—To ascertain whether the line is wanted and whether it is the best.

729. Should you recommend that there should be persons appointed by the Government?—Yes.

730. Should they determine not only whether the line is a good one, but whether another is better?—Yes.

731. And that they should determine through what districts of country they should go, in relation to traffic and engineering advantages?—I look upon that as the principal object.

732. Do you think that the shareholders would like to subscribe to lines over which they have no individual control in the first instance?—I do not contemplate that that would be the case. When the commission had investigated and decided the thing, then they would subscribe their money as willingly as to any line of their own choosing.

733. Do you not think there are a great many persons who subscribe to railroads because they are beneficial to their commercial interests?—Yes.

734. Is there not a very nice balance occasionally between going in one direction and another?—I am afraid the undertakers of a railroad do not look so narrowly at that; this is a matter of speculation of late years.

735. Is it not possible that a very good engineering line may not be a good commercial line?—The commission ought to investigate both points.

736. You would like to see it put in the power of Government to decide whether the line should go in a particular direction or not?—It is an idea quite new.

737. Sir *Harry Verney.*] Should you like to give the commission such a power?—The thing has never been thoroughly considered.

738. Lord *Granville Somerset.*] Have you ever had reason to regret the line you adopted between Liverpool and Manchester; not as to the result of the speculation?—For many purposes the original line we were driven out of was the better line.

739. Your engineer proposed another line than the one you adopted?—Yes.

740. Why were they driven out of it?—We could not carry it in consequence of the opposition of the landowners.

741. You yielded to the opposition, and took a line you had not chosen in consequence?—Yes.

742. Suppose a royal commission had supported your first line, it would have been more grateful to you?—It would have been the best line.

743. Would it not have given you a great influence against those who felt themselves aggrieved?—I presume it would.

744. Would those persons approve of a royal commission?—I cannot say.

745. Would you not have felt it a hardship if the royal commission had recommended the line you have now taken in preference to the one you would have taken?—No, we were satisfied with either.

746. Do you think that a royal commission could have selected a better line than

than the one you first proposed, or the one that you adopted?—No, I doubt if they could.

747. You are deputy-chairman of the Grand Junction?—I was.

748. You are aware of the general circumstances of that line?—I am.

749. Were you in the direction when that line was sought for in Parliament?—Yes.

750. Do you believe that that is as good a line as the royal commission could have suggested, looking at the engineering advantages, and the commercial advantages?—I am not aware that it can be improved, unless they came to Liverpool direct.

751. There were objections to that?—There were difficulties.

752. Which a royal commission could not have got over?—There would have been a difficulty in getting over it.

753. Sir *Harry Verney.*] If there had been a royal commission in the case supposed, should you have been exposed to an incorrect estimate given in by the engineer in regard to the station-houses and other expenses; if there had been a commission composed of officers uninterested, would not they have informed you that such and such expenses would have been necessary, not included in the estimate?—I conceive they would have given us an estimate of everything required, whereas Parliament only requires an estimate of the line.

754. Did any estimate given in include an estimate of everything required?—No, not stations or compensations.

755. And those items amount to a very large sum?—I am not prepared to answer that.

756. If there had been a royal commission, persons who took shares would have been informed of those expenses?—I think they ought.

757. Do you think that the public would subscribe more willingly, if there was a disinterested body to see justice done between them and other parties?—It is more satisfactory that there should be a body of that description; they would subscribe more readily; not that there has been a want of subscribers on any of these lines.

758. Lord *Granville Somerset.*] I presume that the directors, both on your line and other lines, are persons who have very strong interests in executing the works in the most economical and durable manner?—Yes.

759. Have they not as strong an interest to look with a strict eye into the estimate as any public body?—Perhaps the directors have not been so anxious to make it out as likely to cost a larger sum as a reasonable sum.

760. Do you think that public duty is a stronger power, in inducing the scrutinizing of accounts, than self interest?—No, I do not.

761. Has it not been the interest of the subscribers that the estimates should be accurately formed with respect to those points?—I think there has been every endeavour, where the Act has been got, to execute the work as well as possible; but before that I do not think there has been.

762. Do you not think that the directors, generally speaking, really do try, to the best of their ability, to gain accurate knowledge of the expense of forming the railway?—Except for that reason I have already said, that Parliament did not require to know the exact amount.

763. Was not it desirable, on the part of directors representing the interests of the shareholders, that they should scrutinize the different estimates before they entered upon the undertaking?—Yes, before they entered upon the undertaking.

764. Is not the obtaining the Bill incorporating the company attended with considerable expense?—Yes.

765. Do you not feel yourselves bound to lay before the subscribers a fair estimate of the probable expense of the work?—Yes, certainly.

766. Sir *Robert Peel.*] What was the date when your undertaking was first commenced?—It was in 1824.

767. Do you not think, if a Royal commission had sat in 1824, it would have laboured under many of the difficulties you have laboured under, and which you can escape from, after the experience you have had?—Certainly; our first estimate was only for 300,000 *l.*, what has now stood at 1,200,000 *l.*

768. Suppose you had to commence this work now, with the advantage of the experience you have had in the meantime, could not you correct many of the errors you then fell into?—Yes, certainly.

769. Do you not think you would be as competent now as a royal commission to decide upon the points that have been alluded to?—Yes. I conceive that the idea of

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of a royal commission was to ascertain what line should be made, whether a single line or two lines, according to the press of business.

770. What power should a royal commission have; should they have the power to determine the compensation to be made to the landed proprietors?—I hardly know.

771. What are the exact functions that a royal commission should have; should they have the power of determining the rate of charge?—The idea of a royal commission originates from Mr. Moss putting in a paper written after the opening of the Manchester Railway by the law secretary or clerk, in which he, foreseeing the extreme difficulty arising from conflicting lines and interests, suggested the appointment of a commission, to whom should be referred which of two conflicting lines should give way, and which was most desirable, the one best adapted to the country at large at that time, or which should give way.

772. But after deciding upon the preference to one of two competing lines, the right of interference by a commission should terminate, and the company should be in possession of their full power?—Yes.

773. And that the company should be liable to any loss sustained and entitled to any gain?—Yes; and the commission should report to Parliament.

774. *Chairman.*] Do not the carriages of the Grand Junction run also upon the Liverpool and Manchester?—They do.

775. Do you find any inconvenience from their running upon that railroad?—No.

776. Do you think there would be inconvenience if you allowed other persons to put on their carriages and locomotive engines?—Beyond a certain extent, I should think there would be; we have a considerable train from Bolton with their own locomotive engines, and a considerable coal trade, besides the Grand Junction and our Liverpool and Manchester trade.

777. Do you regulate those persons who put on the locomotive power in point of time and speed?—We regulate them in point of time of starting, but not in speed.

778. How do you keep your railway in repair?—By our own people; not by a contract.

779. Sir *Harry Verney.*] Do the Grand Junction employ your offices and station-houses?—They have their own clerks, but we do all the business of the tunnel and out of doors.

780. *Chairman.*] Have you any contract with the Post-office for the conveyance of the mail?—We have a fixed price of 1½*d.* for the conveyance of the guard and his bags.

781. Any weight of bags he may take?—Yes.

782. And any number of communications in the course of the day?—Yes, at that rate.

783. Mr. *Greene.*] Your contract is only between Manchester and Liverpool?—No further.

784. The London train is carried over a portion of your line at the expense of the Grand Junction?—Yes.

785. *Chairman.*] Over what portion of your line does the Grand Junction carry the mail?—The Grand Junction goes over the whole of our line; part goes to Manchester, and a part to Liverpool; it divides in the centre.

786. Then, in fact, the 16,000*l.* a year paid to the Grand Junction includes the conveyance from Birmingham to Liverpool?—Yes.

787. Mr. *Greene.*] And to Manchester?—Yes.

788. *Chairman.*] Can you state what charge you are entitled by the Act to impose upon passengers; what fares you are entitled to demand?—(*Mr. Booth.*) There is no rate mentioned in the Act; such reasonable rate as may be determined upon. There is a toll fixed.

789. Do any of the carriers use your railway, or is the company the only carrier?—(*Mr. Laurence.*) We are the carriers between Liverpool and Manchester.

790. Have any persons applied to carry?—I believe not.

791. If persons were to apply, should you be inclined to allow them to carry on the railroad?—With their own locomotives?

792. With or without their own locomotives?—The Messrs Pickfords did carry on it.

793. What is the reason that they, having once carried, do not carry still?—I am not prepared to say the reason.—(*Mr. Booth.*) It was upon a very small scale,

scale, in the nature of a special contract; he had particular waggons at particular times, which took it out of the ordinary course; we found the waggons and the power.

794. Did he cease to carry from finding it inconvenient, or the company decline?—He ceased when the Grand Junction opened; it was with respect to the London goods, to get them to Manchester.

795. What do you charge for small parcels between Manchester and Liverpool; what is the lowest charge?—One shilling.

796. You carry nothing under 1 *s.*?—No, not by the coaches.

797. If you carry it a part of the distance, do you charge the same?—Yes; there are very few parcels carried except to the ends of the line.

798. Lord *Granville Somerset.*] Do you consider yourself liable as any common carriers are liable?—We consider the same law applies to railroads as the highways.

799. Do you consider you have any power to make a bye-law that shall militate against your liability?—No.

800. You have power to make bye-laws?—Yes, with the sanction of two magistrates.

801. Could you make any bye-laws with that sanction that should enable you to remove from you that liability?—No, because the provision of the Act is, that they shall be in conformity with the general law.

802. Has any regulation been made with respect to carriages and horses, or carriages, that should exonerate you from liability?—No, we have no regulation of that kind; we prefer leaving each case to be settled upon its own merits.

803. You have no regulation similar to that which existed on the Grand Junction, and on the Birmingham and London, as to carriages and horses?—No.

804. If you had you would consider it of no avail?—I should consider it so.

805. Mr. *Loch.*] Have you held yourselves liable for damage done to cotton by being set on fire.—(*Mr. Laurence.*) We have paid it.—(*Mr. Booth.*) We have paid it, but there is a question whether the company are liable for very valuable goods under the general Act.

806. Lord *Granville Somerset.*] Has the case ever happened to you of setting fire to woods or plantations or hay-stacks, by the passing of the engine?—I think not.

807. Do you give advice to parties not to put their hay-stacks or corn-stacks too near the railroad?—(*Mr. Laurence.*) We have very few farmers near us; there was a fire upon the Grand Junction line.

808. You cannot say what was done in consequence?—There was an action brought against the proprietors of the locomotive; that was before we took actual possession of the place.

809. Was there any law laid down upon that occasion?—They got a verdict against them, but they got no money.

810. Was it because the party had not the money to pay, or upon a question reserved for the consideration of a court of law?—They had not the money.

811. Mr. *Loch.*] What was the damage?—A barn and stack was burnt, the property of the Reverend James Hornby; the Grand Junction were not in possession of the railway, and he was obliged to bring an action against the party who works the Warrington line.

812. Lord *Granville Somerset.*] Would you have any objection on the part of the company that your bye-laws should, before they become efficient, be considered by some competent authority beyond that of a magistrate.—(*Mr. Laurence.*) I should think none in the world, it would be a very good thing.

813. You will have no objection?—No.

814. You have only laid down one bye-law, as to smoking tobacco?—Yes.

815. Would it not be desirable that the bye-laws of the different companies should be, as much as possible, similar the one to the other?—They should.

816. You see no objection to a general tribunal, having the power of allowing or disallowing bye-laws, thought advisable by the companies?—I am not aware of any.

817. Have you ever turned your attention to the propriety of altering the law, as it now stands with regard to persons employed by you as engineers, and in other confidential capacities?—It would be very desirable to give the directors power to prevent the engine-men leaving their engines without due notice.

 818. That

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818. That any man engaging himself as an engineer, to conduct a locomotive engine on a railway, should be compelled to give a certain notice, say a month, before he quits the service?—That would be very desirable.

819. You do not think you have power to make that law?—No; we endeavour to bind them to engage for a certain time, but we find a difficulty; they refuse to do it.

820. Your proposition would be, that all persons in that capacity should be liable to a certain punishment, to be determined by local authority, different from the railway companies, if they left their employment without a certain amount of notice?—Something of that nature would be desirable; for, upon a certain occasion, all our people left us, and we were obliged to put the best substitutes we could find; and though no accidents happened, the machinery was very much damaged.

821. Do you think it would materially conduce to the safety of the public that power should be given to the local magistrates to fine engineers for improper conduct in the management of the engine?—There would be some difficulty in it.

822. But with regard to such careless conduct, though producing no accident, you have encountered the recurrence of it?—It would be desirable; in the case of drunkenness the fine is no compensation for the mischief they might occasion.

823. You contemplate that the punishment of such offences by the magistrates, independently of the railroad directors, would have more effect than any bye-laws you could make?—I think it would.

Mercurii, 24° die Aprilis, 1839.

MEMBERS PRESENT.

Mr. H. Baring.	Mr. Loch.
Mr. Freshfield.	Lord Seymour.
Sir James Graham.	Lord Granville Somerset.
Mr. Greene.	Lord Stanley.
Sir John Guest.	Sir Harry Verney.
Mr. Shaw Lefevre.	

LORD SEYMOUR, IN THE CHAIR.

William Unwin Sims, Esq., and Mr. *Charles Alexander Saunders*, called in; and Examined.

W. U. Sims, Esq. and Mr. *C. A. Saunders.*

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824. *Chairman.*] (To Mr. *Sims.*) ARE you the Chairman of the Great Western Railway Company?—I am.—(Mr. *Saunders.*) I am the Secretary.

825. (To Mr. *Sims.*) How many Acts of Parliament have you had for the purpose of enabling you to make your railway, and raise money?—Four altogether; only one empowering us to raise money, the other were Acts for deviations. We have a Bill now before Parliament.

826. The first is the 5th & 6th of William 4, c. 107, by which the Company were incorporated, and under which they were empowered to raise a capital they supposed to be sufficient to execute the works?—Yes.

827. What was the amount of the capital you were empowered to raise under that Act?—£. 2,500,000, by 25,000 shares of 100 *l.* each, and 833,333 *l.* additional.

828. Were you enabled to raise money in any other way under that Act of Parliament?—We were empowered to raise 50 *l.* after 50 *l.* of the 100 *l.* was paid, the remaining portion of the amount, on the mortgage of the tolls.

829. The 50 *l.* and the 100 *l.* being called up, as in other Acts of Parliament, you were enabled to borrow 833,333 *l.* by loan?—We were.

830. You were authorized to raise money on the unpaid portion of the 100 *l.* shares?—We were.

831. Did you make use of your power when you had raised 50 *l.* on each of the 100 *l.*, and borrowed the 833,333 *l.*?—Not until we had called 65 *l.* instead of 50 *l.*

832. You have borrowed the whole of the 833,333 *l.*?—We have.

833. Have

833. Have you, in addition to that, made use of the further power, and raised any money on the unpaid portions of the original shares?—We have borrowed the remaining 35 *l.*

834. You have not paid any dividend yet, have you?—We have not.

835. Are you empowered, or is it in contemplation if you had been in the situation of paying dividends, to pay dividends on the paid-up capital only, or on the unpaid-up capital, as well as the paid-up part of the amount of the capital?—I should conceive that would be immaterial which would be adopted; the 35 *l.* was bearing an interest of 5 *l.* per cent.

836. That was bearing an interest to those to whom the unpaid part of the capital was assigned over as a security?—It was.

837. But you do not intend also to pay it to the persons who owned the original shares, as some other Companies have paid interest upon the loan upon which the unpaid part of the capital has been assigned as a security?—It would only have made the dividend to each person so much less; it was immaterial whether the dividend had been calculated on the 65 *l.* or the 100 *l.*; if it had been calculated upon the 100 *l.* it would be so much less in the amount.

838. Mr. *Greene.*] Was it competent for the shareholders to pay up the 35 *l.* and receive the interest upon it?—Each proprietor had the option of paying up the 35 *l.*, then he received interest until the subsequent calls were paid.

839. Sir *John Guest.*] Did many persons pay up those portions?—(Mr. *Saunders.*) The amount paid up in advance is 31,925 *l.* paid up by proprietors, in advance on their own shares.

840. You did not borrow the money till you had given the proprietors an opportunity of paying up upon their own shares?—No.

841. Mr. *Loch.*] Have you exhausted all the powers under that Act for raising money?—We have.

842. What is the additional capital you have come to Parliament now for the purpose of raising?—(Mr. *Saunders.*) £. 1,250,000, in half shares, and one-third, making 416,000 *l.* in addition, when 50 per cent. is paid up on the new shares.

843. Sir *John Guest.*] Why do you borrow the money instead of calling upon the proprietors to pay up the remainder of their shares?—Having the power in the Act, it was done to relieve the proprietors for a time, and particularly as new shares were about to be made.

844. How long do you propose to delay the calling up?—Until the debentures are due, 7 and 10 years.—(Mr. *Sims.*) It appeared also to be a very popular security: there was a very great demand for debentures in that shape.

845. Mr. *Loch.*] Have you obtained, or do you intend to take, any power for the purpose of converting the money you take on loan into additional capital, by half shares or quarter shares?—We should have the power I conceive of capitalizing any part.

846. Supposing you had determined to capitalize the whole of the amount of the money you were empowered to raise on loan, including the capital under your original Act and the Act now before Parliament, what will be the capital of the Company?—Five millions.

847. Is that, in your opinion, sufficient to finish the works upon the Great Western?—It has been deemed so by the best authorities up to this time.

848. Does that include stations and locomotive power?—It does.

849. The expenses have exceeded considerably the estimate, have they not?—Yes, they have.

850. Under what heads have they generally exceeded the estimate?— One very great excess in our case was, the establishment of an independent terminus, our original Act having been to join the London and Birmingham.

851. You obtained power to do that under a subsequent Act?—Yes.

852. And you took no power under that subsequent Act to raise additional money for that specific purpose?—We did not.

853. Have the expenses of stations much exceeded the estimates of the engineer?—They have; in fact, public convenience has required more accommodation than we thought necessary, from the increase of numbers.

854. Has the expense of providing locomotive power exceeded the estimate?—The first cost of the engines has been more than we anticipated, but it is a very wide question, the expense of locomotive power.

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855. Has the working of your line exceeded your estimate?—I do not think it has much at present; 58 per cent., on the gross receipts, I think, was our last half-year's expense.

856. Have those deviations from the common course which has been pursued by other railway companies in the construction of the line, added considerably to your expenditure?—I do not think they have.

857. Have the cuttings and the embankments exceeded your estimate very much?—We have had to pay more for labour than we anticipated in all ways and shapes.

858. With that exception, you are satisfied with the estimate you received from your engineer?—One great source of excess has been, the increased quantity of land generally; I think our averages have come to 12 acres a mile, instead of eight, which is a very large excess.

859. Lord *Stanley*.] To what do you attribute that great increase in the quantity of land?—Except at the stations, I hardly know; the stations have been larger.—(Mr. *Saunders*.) Our earth work generally has been very much increased; in order to improve the gradients on the line, the quantity of work has been increased.—(Mr. *Sims*.) It has made the embankments higher and the cuttings deeper, and consequently wider.

860. Mr. *Loch*. (To Mr. *Sims*.) How did you manage under the powers of your Act, extending the bed of your railway beyond the Parliamentary limits?—We have never done so.—(Mr. *Saunders*.) The power is to take 22 yards besides the slopes; we have never taken 22 yards for the line of the railway.

861. Mr. *Greene*.] When you spoke of the expenses of working the line, you did not take into consideration the increased expense which was caused by the fresh packing of the timber on which the rails were laid?—No; I think it was assumed, that at the same rate, 58 per cent. would be the average; there may have been some increased cost in packing beyond that in the first six months.

862. When you speak of 58 per cent., it is rather upon the expectation of what will be?—It was rather an assumed sum.

863. Mr. *Lefevre*.] You have been obliged to take a greater portion of land for spoil banks, have you not?—Yes.

864. That was not included in your original estimate?—No.

865. You took that land under your power, to take land for temporary occupation?—(Mr. *Sims*.) Yes.

866. After the railroad is completed, do you contemplate moving all that earth?—It would revert to the proprietors in the state in which it is.—(Mr. *Saunders*.) Wherever we have taken spoil-banks, it has been with an offer to buy the land at the time, but there are some cases, and Mr. Robert Palmer's was one, in which he would not sell the land, but we took the land under an agreement with him; we were to pay him what his surveyor and ours agreed should be the damage.

867. Lord *G. Somerset*.] Will you state to the Committee the other causes of the great excess of your expected cost over your former estimate?—(Mr. *Sims*.) Beyond the increased quantity of land, the increased cost of the land, the establishment of an independent terminus, and three miles of road, which cost nearly half a million of money, I am not aware of any others.

868. Can you recollect whether your engineer, in forming his estimates which were laid before Parliament, took a higher rate of cost than at the time was paying by other companies?—(Mr. *Sims*.) I think he did.

869. At all events, did he take a higher rate of estimated cost than the estimates produced before Parliament by other companies?—I think there was a considerable increase upon his estimate, for earth-work for instance.

870. (To Mr. *Saunders*.) Can you state what was the estimate in other railways at that period?—The London and Birmingham were then paying 1 *s*., and our estimate was taken on 1 *s*. 1 *d*., but it has cost us 1 *s*. 7 *d*. per cubic yard of earth-work.

871. Does not it depend entirely upon the average length of your leads?—That includes the average length of lead.—(Mr. *Sims*.) It is less for a short lead and more for a longer.

872. Are you to be understood, that for the same average length of lead you have assumed a larger sum than other railroad companies did?—(Mr. *Saunders*.) We did at that time.—(Mr. *Sims*.) I think there were some estimates before Parliament at that time at 6 *d*., when we took them at 1 *s*. 1 *d*.—(Mr. *Saunders*.) We have

have found from the inquiry made, that the cost of earth-work to us, as far as we have gone, estimated at 1 *s.* 1 *d.*, has cost us 1 *s.* 7 *d.*

873. Mr. *Loch.*] In applying for additional capital, at what have you taken it?—At 1 *s.* 7 *d.*—(Mr. *Sims.*) The result in fact of our experience.

874. Lord *Stanley.*] Can you state what the average lead was?—It was a mile and three quarters when we were before Parliament; it has rather decreased, for it has appeared to us better to pay for land than increase the lead.

875. Sir *John Guest.*] Has not the estimate been increased by night-work?—Yes; but I think it rather has been increased by the circumstance of so many Acts of Parliament passing in the subsequent year, which has increased the number of works proceeding, and enhanced the cost of labour and all materials.

876. Has not the price been increased by the desire of the Company to finish the road rapidly?—Yes, there is no doubt it has cost us a great deal more in consequence of that; it is very difficult to separate the various causes which have produced it.

877. Have additional prices been given to the contractors for working at night?—Yes, unless it was necessary from their own fault, or that the delay had been occasioned by them.

878. Mr. *Loch.*] Are the shares in the Bill before Parliament to be offered to the holders of the present shares?—They will be offered, in the first instance, to the holders of the present shares; and we must rely upon our proprietors to take them, or they might be at a discount.

879. When you come to pay dividends, will the holders of these new half shares have a preference over the holders of original shares?—No, there is a special clause in the Act of Parliament to avoid the difficulty which has existed in another case, by which they will receive only upon the amount actually paid on the shares.

880. Then they will receive *pari passu* with the original shares?—Yes, in proportion to the sum paid.

881. There will be no prior claim?—No.

882. Sir *John Guest.*] Has the cost of the land been increased as compared with the quantity required?—Yes, it has very much increased.

883. To what extent?—In the country particularly it has increased (as compared with the estimate); I think, 70 per cent. over the estimate of country surveyors.

884. Sir *Harry Verney.*] (To Mr. *Sims.*) You have said that the expenses of the railway have been very considerably more than the estimate; is it your opinion that if there had been Government engineers to furnish committees with information upon the subject of railways, any of those additional expenses might have been spared?—I do not at present see how they could have been lessened by that course.

885. Do you think that if there had been a royal commission issued before you undertook your railway, any information they afforded might not have prevented some of the expenses?—They might possibly have prevented the progress of the work going on so quick and so have decreased the expense; but I do not think there was any information then extant that was likely to be brought to bear upon the subject.

886. Sir *John Guest.*] Do you think the alterations you have made in the gradients have justified the additional expense?—That is rather an engineering question; I am, individually, of opinion it has justified the expense.

887. Lord *G. Somerset.*] The alteration of the gradients would tend to decrease the expense of the locomotive power?—It would.

888. At all events, it would tend to the safety and convenience of the public?—As far as it affects those points, it would tend that way, but I hardly see how it would affect the question of safety.

889. Mr. *Lefevre.*] Your gradients are particularly good?—Yes; but I hardly see how the safety is affected by that.

890. Mr. *Loch.*] Do you happen to recollect the greatest gradient you have?—Barring the inclined planes, seven feet in a mile, four being the average of a very large portion.

891. Have you any stationary engine on your line?—On our inclined planes.

892. Mr. *Greene.*] What is your gradient in those inclined planes?—One in 105.

993. You think it would be necessary to have a stationary engine upon it?—Yes.

894. Sir *Harry Verney.*] Where would that be?—There would be one at Wotton Bassett, and another at Box Tunnel.

895. Where is Box Tunnel?—On a range of hills about eight miles from Bath.

896. Mr. *Loch.*] You prefer working them by a stationary engine to having an

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assistant-engine?—Yes; it is possible that water-power in both cases may be employed; it may not be a steam-engine at all.

897. Lord *Granville Somerset.*] Do you make the same charge for passengers now as you did when you opened the railroad?—(Mr. *Saunders.*) I think it is rather diminished than increased, but it is only a partial diminution; in most cases it is as nearly as possible the same.

898. To what extent is it within the powers of the Act of Parliament?—It is considerably within the power of the Act.—(Mr. *Sims.*) It is only the intermediate fares that have varied at all; the fares of the whole length that is opened have not varied at all.—(Mr. *Saunders.*) Our average receipts are, as nearly as possible, 2 *d.* per mile for passengers, the fare including locomotive-power and the toll.

899. Has any attempt been made by any other party besides yourselves to put locomotive power or carriages on your railway?—No.

900. Do you convey goods as carriers?—No.

901. No goods pass along your road?—We carry a van for a person who has wished to have it carried, and should carry also for others if they should wish it, but the distance is so short at present it has not become an object with carriers.

902. To what degree of liability do you consider yourselves subject with regard to goods?—The same as carriers in general; we use the same precaution as carriers are entitled to use in putting up a notice in the office, that unless parties bringing goods declare the value, and it exceeds 20 *l.*, we shall not be liable for them, unless they specify it and pay insurance accordingly.

903. You put yourselves on the same footing as the proprietors of canals, or public carriages?—Yes, except with regard to horses; we have taken the precaution of declaring that we are under no liability attaching to the conveyance of horses on the railway.

904. How do you get rid of your liability with regard to horses, if you are subject to the liability with regard to other matters?—By special contract.

905. Do you conceive that you have a power to refuse to carry horses, or any goods whatever, except on your own terms?—I apprehend with respect to anything of so much value and so variable in its value as a horse would be, and where it is so impossible to define what injury is sustained by the horse, or under what circumstances, that it is open to us to declare by notice, that the Company will not be liable to it.

906. Suppose that you shall have the same opinion with regard to any other matter, do you conceive that you have the means of relieving yourselves from liability for injury?—I think we should be liable to it under the Carriers' Act, for there is a special clause on the subject of goods in our Act, but there is none with respect to horses.—(Mr. *Sims.*) You could not in a stage-coach book an inside place for a horse.—(Mr. *Saunders.*) The owner of a ship in the same manner refuses all liability for a horse; the horse may be worth 5 *l.*, or 500 *l.*, or 1,000 *l.*

907. Mr. *H. Baring.*] Have you carried many horses?—(Mr. *Sims.*) Yes, a good many.

908. Have you met with many accidents to horses?—We have not.—(Mr. *Saunders.*) In the 169th clause of our first Act, which I believe applies more particularly to luggage, it says, "Provided always, that nothing herein contained shall in any case extend or be deemed or construed to extend to charge or make liable the said company further or in any case than where according to the laws of this realm for the time being, stage-coach proprietors and common carriers would be liable, nor shall anything herein contained extend or be deemed or construed to extend in any degree to deprive the said company of any protection or privilege which either now or at any time hereafter common carriers or stage-coach proprietors have or may have, but the said company shall from time to time and at all times, have and be entitled to the benefit of every such protection and privilege." That clearly recognises the company in the quality of carriers.

909. Lord *G. Somerset.*] Have you distinguished horses on the principle that common carriers would not be required to convey them?—I conceive so, but I think it is open also to a carrier to make any contract with parties; the question is, under the Carriers' Act, whether they would be liable, if not under a contract; but it is open to a carrier; and whenever a case arises, they make a special contract; they would not carry gunpowder, nor many other articles, without a special contract with the party; and it is right it should be so, or it might be opening the door to great fraud, and public injury.

910. Have you made any difference with regard to gentlemen's carriages?—No, for

for we apprehend that the injury to a carriage, if sustained, would be by fault of the company, and we have paid in all cases of injury.—(Mr. *Sims*.) A vicious horse may kick himself to death.

911. Do you apprehend that in case a horse received an injury in consequence of the neglect of your servants, previous notice would exonerate you from an action?—(Mr. *Saunders*.) I think it very likely that it would not; that we might come under the general law of the country; that we are liable for the acts of our own servants; but the onus would be upon the party.—(Mr. *Sims*.) That would be a special liability from negligence.

912. Mr. *H. Baring*.] Suppose a horse lost by the collision of two engines, how would that be?—If it arose from wilful neglect on the part of the company's servants, I apprehend nothing can relieve them from their liability.

913. Sir *John Guest*.] In any circumstance you would only be liable for wilful neglect?—(Mr. *Saunders*.) Yes; I apprehend we should, unless there was a special contract.

914. Mr. *Greene*.] Have you a copy of that special regulation with respect to horses?—This is a copy of it; we require this notice to be signed by all persons bringing horses. "The directors will not be answerable for damage done to any horses conveyed by this railway, although every precaution will be taken to insure their safe conveyance;" the party puts his name at the bottom to prove he has had it shown to him.

915. Lord *Stanley*.] Suppose that I refused to put my name to that paper, should you refuse to take my horse?—Yes, we should; the case has not, however, arisen of our refusing any horse.

916. Lord *G. Somerset*.] You apply that only to the case of horses?—Yes; it is possible an injury to a horse may arise from a circumstance not arising from the fault of the railway, but the horse itself.

917. Supposing an injury arises to that horse by a gross neglect on the part of your servants, you conceive you would be liable to a fair amount of damages for that horse; but if it arises from circumstances over which you have no control, you would decline being called upon for compensation?—Yes; I think that a court of law might give it against the company, in case of gross neglect of the company.

918. Mr. *Freshfield*.] Or if there was uncertainty from what cause the accident happened, you would not consider yourselves liable to pay?—No.—(Mr. *Sims*.) The value of horses is so very different; some are not worth more than 20*l*. and some worth 200*l*.

919. Lord *Granville Somerset*.] Suppose they came to you, and asked you to pay them the 20*l*.?—(Mr. *Saunders*.) I think there would be no objection to letting parties insure their horses, but there would be an objection to carry horses at 12*s*. each, and then to pay a large amount for damage.—(Mr. *Sims*.) Suppose we had to take down all the horses to run for the Ascot Cup, and they received an injury, we should be ruined.

920. Lord *Stanley*.] Do you conceive that the Company, under their Act, have the power, although they have not done so, of giving a similar notice with regard to gentlemen's carriages.—(Mr. *Saunders*.) I answer that at once by saying, I believe we have the power, and that the power exists in this way, we are not forced to carry gentlemen's carriages or horses; it is clear that we might break up every horse-box and every truck for gentlemen's carriages, and refuse to carry them at all; but I think it is so obviously the advantage of the company to take gentlemen's carriages, on account of the passengers, it has never been contemplated for one moment putting a veto upon taking them; the case, I conceive, can never arise.

921. Is there any provision in the Act of Parliament as to the amount you may fix for gentlemen's carriages?—For toll there is.

922. For locomotive power?—No.

923. Consequently you have the power, though it may be for your interest to carry gentlemen's carriages, of putting a very exorbitant amount upon the carriage?—(Mr. *Sims*.) The best safeguard upon all those cases is our own interest.

924. Do you think it would be for the advantage of the public, that other parties besides yourselves should be carriers on your line?—I believe it to be impossible that it should be done with security; that no two companies can work together on the same line without being attended with great danger.—(Mr. *Sims*.) Unless our own power was superseded; it is a power that cannot rest in two hands.

925. Do not you think it essential that the power which exists under your Acts, of rival companies starting, if they can provide the means, and furnish locomotive

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power, should be abolished?—I think if there were any attempt to put it into force to any extent, it would be necessary to apply for power to abolish that system, on account of the danger.

926. You have a great power of preventing its being put into force, by the regulations you may make as to the sending trains, and so on?—(Mr. *Saunders.*) A nominal power; but it is subject to be controlled.

927. In the first place, your servants would none of them be obliged to give assistance to other parties except by direction of your company?—No.

928. In the next place, with respect to their engines, do you think you should be obliged to give them the means of working them?—Certainly not.

929. With regard to water, would you be obliged to supply any other parties but yourselves with water?—No, I think not.

930. Have you not under those circumstances the power of monopoly, though in the Act of Parliament there appears to be the means of introducing the vehicles for parties?—As far as those considerations go, I think they would tend to constitute a monopoly, but I do not think they might not be overcome.

931. Would not these circumstances, in effect, produce a monopoly?—I think the prohibition is reduced to one point, which has been suggested, which is the danger which must accrue from it, and which was one of the inducements to the Great Western Railway to alter the termination from the London and Birmingham, to a separate terminus at Paddington.

932. You wished to avoid, in fact, going on the London and Birmingham line?—Yes, because it could not be done without very great danger.

933. That induced you to lay out a larger sum than you intended, to have a terminus of your own?—That was one of the causes; there was a difference of agreement, not as to money, it principally arose on points connected with the different stations, with regard to the position we should have in their terminus at Euston-square, and to the conditions on which we were to hold that terminus, but the objections also affected the general question of running on their line, our gauge would not fit their rails, and the different periods at which the engines might come on their line, and the difference of speed, rendered it almost impossible to conduct the traffic with safety.—(Mr. *Sims.*) I believe the London and Birmingham were quite as glad to get rid of us.

934. Sir *John Guest.*] Might not the power you possess along your line, in respect of stations, and fixed engines, and servants on the road, enable you, if you thought fit, to exact a higher rate of toll than that fixed by Act of Parliament?—No.

935. Supposing you were to say, we shall not take you unless you sign this paper, agreeing to give us double the sum fixed by Act of Parliament, what power would passengers have to counteract that operation?—(Mr. *Sims.*) It would be an illegal contract at once; it would be a fraud.

936. Suppose you say, we do not choose to take you unless you give us these terms?—We could not sue the person for the money.

937. Suppose you say, if you will not pay us 1 *l.* for going to Maidenhead, we will not carry you at all?—(Mr. *Saunders.*) We cannot do that, I apprehend; we should be liable to actions.

938. Lord *Granville Somerset.*] With regard to your tolls, there was an alteration, by the 1 Victoria, of the tolls you might take by the 5 & 6 Wm. 4.?—I think not any general alteration, except on the extension line into London, on which we take a fixed rate for running over any part. That does not affect the old tolls on the line of railway.

939. What is the meaning that you attach to the words "the said extended line of railway, or any part thereof"?—The title of the Act is to enable the Great Western Railway to extend the line of railway, and the power under the second clause is to extend the line from a certain part in the parish of Acton, in the county of Middlesex, to Paddington; those tolls apply specially to that extent only.

940. Those tolls may be added to the tolls you were entitled to take under the 5 & 6 Wm. 4.?—To any other part of the line.

941. You may charge for each passenger a sum not exceeding 3½ *d.* a mile, up to a certain point?—Up to Acton from Bristol.

942. So that the whole sum shall not be above how much?—The sum of 1 *s.*, that is, excluding the locomotive power; but including it, the maximum from Acton to London, which is four miles and a half, we might charge, is 2 *s.* I was going

going to state what our fares are, the average of the first class is 3 *d.* one-eighth; the average of the second class close carriages, is 2 *d.* and one-eighth; and the average of the second class open, is 1 ¾ *d.*; taking the average of the whole, it is just 2 *d.* as nearly as possible; we have four passengers of the second class to one of the first class.

943. Your first class carriages are very nearly up to your maximum?—Threepence and an eighth, instead of 3 ½ *d.*, which is the maximum.

944. Mr. *Loch.*] What are the proportions of passengers you take in those three different classes of carriages?—The proportion of the second class of passengers to the first, speaking now of the 10 months we have been open, has been three and and three-fourths to one. In the second class there is a division; taking the close carriage, it is as three to four of the first class; and taking the open, it is as three to one of the first class.

945. Lord *Granville Somerset.*] You have the power under that Act to make bye-laws?—Yes.

946. Among the bye-laws you have returned to Parliament, you state "that if any passenger shall refuse to produce or deliver up his ticket when required so to do by the conductor, guard, or other attendant on the train, he shall be chargeable with the fare for the entire journey, and shall be subject to the penalty of 40 *s.*"?—Yes; that has been taken from the London and Birmingham Railway.

947. Suppose a party states that he has lost his ticket, or, in short, refuses to deliver it up, in what way would your servants proceed upon that declaration?—In our case, which is different from the London and Birmingham Railway, that case could scarcely arise, and for this reason, the tickets are all taken upon the Great Western Railway before the passengers go into the carriages; we find it very convenient to the public; everybody seems to like it, for it relieves them from all trouble of thinking about the tickets afterwards.

948. Mr. *Loch.*] Do you lock each carriage?—Yes, until every person gets in.

949. Lord *Granville Somerset.*] Do you lock them up as they go along?—Yes, we must lock them up or we could not take the tickets as they get in. At Slough it has happened to us to have 300 or 400 people all rushing at once to get into the carriages, and we should never get sight of a ticket if the carriages were left open; it is a very good plan to lock up the carriages in going along, for we have not had a single accident upon the whole number of passengers carried by railway; and I have known instances in which accidents certainly would have happened if the carriage-doors had been unlocked.

950. Lord *Stanley.*] When a carriage arrives at the station, is the door unlocked?—Instantly there is a person at every door; the persons hardly know that it is locked.

951. How long is it kept unlocked at the intermediate stations?—Until all have got out, and then it is locked again; if persons give their tickets they get in, and the doors are then locked.

952. Lord *Granville Somerset.*] Suppose a passenger wishes to get out for some occasion, that is permitted?—Certainly; we have different carriages for the persons travelling to particular places, and the carriages are opened as soon as they get to those places; and as they get out, persons waiting there with tickets get into their places, and then the carriages are locked again.

953. Lord *Stanley.*] Supposing you were running 100 miles, you would let out passengers who were entitled to the whole distance at the intermediate stations?—Yes; at Reading, for instance, if any party wanted to get out, we should permit it, of course.

954. Suppose a person going to Slough wishes to get out at West Drayton, he is in a Slough carriage?—If any person requested to be permitted to get out, it would be attended to immediately.

955. Lord *Granville Somerset.*] Do you conceive your servants have any legal right to lay hold of an individual passenger who refuses to produce his ticket, suppose such a case should arise, and lock him up, or keep him in the custody of a constable, until he had been taken before a magistrate?—We may, if he refuses his name; there is a special clause in the Act which gives the power, unless he gives his name and residence. Clause 208 of the first Act: "And be it further enacted, that it shall be lawful for any officer or agent of the said company, and all such persons as he shall call to his assistance, to seize and detain any person whose name and residence shall be unknown to such officer or agent, who shall commit any offence against this Act, and to convey him with all convenient des-

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patch before some justice for the county, city, or place within which such offence shall be committed, without any warrant or other authority than this Act; and such justice is hereby empowered and required to proceed immediately to the hearing and determining of the complaint."

956. Will you refer to the clause which enables you to make bye-laws, and read it?—It is the 144th clause: "And be it further enacted, that the said company, at some general or special general meeting of the said company, shall have full power and authority from time to time to make such bye-laws, orders, and rules as to them shall seem expedient for the good government of the affairs of the said company, and for regulating the proceedings, and remunerating and reimbursing the expenses of the said directors, and for the management of the said undertaking, and of the officers and servants of the said company, in all respects whatsoever, and from time to time to alter or repeal such bye-laws, orders, and rules, or any of them, and to make others, and to impose and inflict such reasonable fines and forfeitures upon all persons offending against the same as to the said company shall seem meet, not exceeding the sum of 5 *l.* for any one offence; such fines and forfeitures to be levied and recovered as any penalty may by this Act be levied and recovered." In the present Act there is to be a control over that, so that the bye-laws are not to be valid until they shall have been submitted to one of the Judges of the courts of Westminster, or the quarter sessions of the county through which the railway passes.

957. That is inserted in the Bill now before Parliament?—Yes.

958. There is also a proviso, "That such bye-laws, orders, and rules shall be binding upon and be observed by all parties, and shall be sufficient in all courts of law or equity to justify all persons who shall act under the same, provided that such bye-laws, orders or rules, be not repugnant to the laws of that part of Great Britain"?—There is such a qualification.

959. Under that law as it stood, do you conceive you have power to lay hold of any person who refused to obey your directions, and keep him in custody?—No, I do not think it goes to that extent; but if the matter alluded to is the ticket, if a man is found in our carriages without having paid his fare, which could not happen to us, but might happen under another arrangement of tickets, I apprehend we should have power to take that man before a magistrate immediately, who would have cognizance of it.

960. You say in your bye-laws, that if a person shall conduct himself in a manner improperly, and so forth; who is to be the judge of improper conduct?—I apprehend the magistrate will be the judge of it in the last case; in the first instance, the person who should require the individual to go before him.

961. You state that he shall be subject to a penalty of 40*s.*, and be immediately removed from the company's premises or carriages; to whom do you entrust that discretionary power of judging what is improper conduct, and to whom do you entrust the power of removing the individual?—I should say, the superintendent of the station would be the proper person; it has never happened to us to have to do that in any but one case, which I will state. During the detention of a train at Paddington, one of the passengers, in the presence of ladies, took down his trousers and began to make water out of the carriage; he was immediately taken before a magistrate: that is the only instance in which we have had occasion to take up any one.

962. There was a squable about taking a conductor's seat, was there not?—Yes, he was only forced out of the seat, but was not taken before a magistrate.

963. He was not confined?—No, he was not confined, and he brought an action for the assault; it was determined against the conductor; that was immediately upon the railway being opened. There was no indication of the seat being a reserved seat for the conductor, and the Lord Chief Justice, after hearing the case against the party, stopped the evidence, which was going to be given on the part of the individual complained against, and said he would put it to the jury simply upon the question of their being no proof that the seat was the conductor's seat; there certainly was no such indication, and a verdict was given upon that ground.

964. What was the verdict?—Twenty-five pounds damages.

965. The verdict was given against the company?—It was given for the plaintiff against the person who put him out of his seat.

966. Have you made any alteration with regard to your conductor's seat on your rules and regulations since?—Yes, we have written on the place since, "Conductor's box." It is absolutely necessary there should be a place for him, for the conductor's

conductor's duty is one of very great importance, and the directors felt that as he was only performing the very important duty confided to him, they were bound at least to give him an opportunity to have the case examined; the party who brought the action never made any complaint to the company; if he had made a complaint to the directors there would have been an immediate inquiry into the circumstances of the case, they would have investigated it, and dismissed the conductor, or made a compromise, according to the information they could obtain.

967. Have you any general superintendent of the line who is responsible for the good behaviour of your servants?—There is a general superintendent of police, but there is a higher class of officers than him. There is a principal superintendent of the line, which is open now, and he is at Paddington.

968. There is one individual responsible to the company for the good management, and the civil and proper behaviour, of all the servants?—Yes, but it is a divided authority; there are certain districts for which those persons are responsible. A committee of the directors meet once a week, in order to go into every case, to inquire into complaints, and if necessary, to dismiss or reprimand the men complained against.

969. Have you any chief superintendent?—That I think rather devolves upon me as secretary, the superintendents reporting all such cases to me, to be laid before the directors.

970. Supposing any person has cause to complain of the conduct of your servants, and who might wish not to stay in London, to whom should he apply?—To the principal superintendent at Paddington, or the superintendent at any place at which he stops.

971. Have you books in which passengers may enter complaints?—Yes, there is a book kept at Paddington, I know.

972. Is there at each station?—I am not quite sure, but I think there is not; no one has ever made an entry; any person who has a complaint to make writes to the directors or the secretary.

973. There is not a book at each station for the complaints of passengers, if they should think fit to make them?—No, I believe there is not; every complaint is submitted to the committee the moment it is made.

974. Mr. *Loch*.] The book at Paddington is not submitted to the committee?—No, for it has never been used.

975. Lord *G. Somerset*.] The only redress a party would have is by addressing a letter to you?—Yes, or to the superintendent; at each station the superintendents transmit to me any complaints which are made.

976. Sir *Harry Verney*.] Have there been many cases of complaint?—There were in the summer many complaints at the first opening of the railway; it must unavoidably be so with new servants, persons unacquainted with the business, from the pressure of people at particular moments, and sometimes, I must say, from a certain class of people who travel by railway being exceedingly quarrelsome and litigious, there will be occasional complaints, but they are now very seldom.

977. Lord *G. Somerset*.] Are the police sworn in as constables?—Yes, under the Act there is that power, and they are sworn in as special constables to act within the jurisdiction of the railway.

978. To what extent have you found your fences sufficient to keep off cattle and horses?—We found our fences on meadow land were not always sufficient to keep out sheep, and have been obliged to increase it, but generally speaking it has answered very well.

979. What is it in the open field?—We have a post and three rails.

980. Are those posts and rails sufficient to prevent cattle getting under or over?—Quite.

981. What is the heighth of your top rail?—I must speak rather from guess; I should think four feet.

982. Do you consider that sufficient to keep out cattle?—It has been so far as our experience has gone; I think it is sufficient, they could leap it perhaps.—(Mr. *Sims*.) The hounds have occasionally crossed the line: there was only one accident of that kind.

983. Do you not consider it very essential to the safety of public travelling by railroad, that there should be a fence which can keep out cattle?—(Mr. *Saunders*.) I think it is, and I think it has proved so with us; we have never had, but in the instance just alluded to, any accident happening from any animal straying on to our railway, and that happened to be in the case of a horse.

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984. Suppose your fences were sufficient so far as the neighbouring occupiers of land were concerned, but insufficent for keeping off cattle or horses from the line of railroad, what power is there to compel you to increase your fences?—There is a clause in our Act to compel us to put a sufficient fence, which is in very general terms and very comprehensive.

985. Will you refer to the clause?—It is the 110th clause. "And be it further enacted, that the said company shall, and they are hereby required, at their own expense, after any land shall have been taken for the use of the said railway and other works, to separate the same, and to keep the same constantly separated from the lands adjoining to such railway and other works, with good and sufficient posts, rails, hedges, ditches, mounds or other fences, in case the owners of such lands adjoining to such railway and other works, or any of them respectively, shall at any time desire the same to be fenced off, or in case the said company shall think proper to fence off the same instead of erecting gates across the same as aforesaid."

986. Is there anything in that clause which could go to compel the company to make a better fencing than they now have, unless it were required on the part of some of the occupiers or proprietors mentioned in that clause?—I think that it would be at their requirement; two magistrates have the power to make us make it good, but I think it is on the demand of the owners of the land.

987. Suppose the owners or occupiers of the land do not choose to interfere, there is no means of compelling you to make such a fence as might prevent accidents on your railroad?—There is something stronger than any power—interest. —(Mr. *Sims*.) Accidents would be more fatal to us than to individuals.—(Mr. *Saunders*.) The power exists in two magistrates, but I think that it is on the requirement of the occupiers.

988. Lord *Stanley*.] If any accident took place in consequence of cattle getting on the railway, should you feel yourselves compelled to make compensation to all persons who might sustain injury?—I think the circumstances of the case must be taken specially into consideration.

989. Suppose a train overturned in consequence of some interruption arising from the badness of the fence; supposing injury of that kind occurred, should you feel yourselves compelled to make good any injury sustained?—I think each injury must be taken by itself; suppose a person should knock down our fence, which was in itself quite sufficient, and that a horse or cow got up on the line, and an accident happened, I think the company would not be liable for the injury sustained, but that the person who knocked down the fence ought to be made liable for that injury.

990. You are referring to the case of a malicious injury; but do you conceive that you should be liable for injury in case of cattle getting through your fences?—I think we should be liable, if the fence was defective from our fault.

991. Sir *Harry Verney*.] Could pigs get through your fence now?—No.

992. Mr. *H. Baring*.] Do you contract for keeping up your road?—No, we did contract for a short time, but did not find it answer.

993. Sir *Harry Verney*.] What is the distance between the rails of your fence? —Four feet to four feet six in height, and there are three rails.

994. Mr. *Greene*.] Has any question arisen on your railway as to the liability to injury from fires of corn or hay-stacks?—No, the case has never yet arisen with us.

995. Are you in the habit of giving notice to parties not to place hay-ricks or stacks of corn near your railroad?—No; there has been a fire on a bean-rick placed close to our line a few days ago.

996. Did the parties claim compensation?—They did not.

997. Sir *Harry Verney*.] Do you persevere in your plan of having longitudinal sleepers?—Yes.

998. Have you any transverse sleepers?—There are transverse sleepers to bind the two together, but not to support the whole together.

999. The iron rail is laid on a wooden sleeper?—On a longitudinal sleeper.

1000. Does that rest on a stone block?—No; it rests on a made soil of gravel.

1001. Mr. *Loch*.] Have you carried the mail yet?—We shall carry it, I believe, when we open further on; we carry a bag to and fro for Windsor every day.

1002. Is that under an arrangement with the Post-office?—Yes.

1003. Are you limited to time?—No, not at all; it is merely a bag for Windsor, which we take by the 12 o'clock train every day.

1004. *Chairman*.]

1004. *Chairman.*] What do you charge for that?—They pay half-a-crown each way for the bag.

1005. Do they send a messenger with it?—No, it is given in charge to our conductors.

1006. Sir *Harry Verney.*] Would it be desirable for the communication of the country that there should be an uniform width of rails?—In some respects I think it might be convenient, but if they should be made objectionally narrow, as at present, they would be better without the uniformity.

1007. Mr. *Loch.*] What is your average rate of speed?—We are running now from 34 to 35 miles; while we are running, the average, including stoppages, is 30 miles an hour.

1008. Sir *Harry Verney.*] With reference to a former answer, are you perfectly satisfied with your present width of rails?—Quite so, I believe.

1009. You think the experiment has perfectly answered?—I think the experiment has perfectly answered.

1010. And likewise with regard to the longitudinal sleepers?—I think with regard to the longitudinal sleepers it has answered generally, but that the great objection as to the longitudinal sleepers is one on which we are not in a condition to say it has answered, for time must show that. I allude to decay of timber.

1011. Have you Kyanised the wood?—Yes.

1012. What is the wood?—(Mr. *Sims.*) American white pine.

1013. Mr. *Lefevre.*] Your rails are at a greater distance apart than they are on any other line of railway?—(Mr. *Saunders.*) They are.

1014. Have you many accidents from the carriages getting off the rails?—No; very few indeed.

1015. Lord *Granville Somerset.*] Have you not had experience enough of the evident diversity of opinion on the part of engineers, to state how impossible it would be to induce a common sentiment on the mode of forming a railway as to width, and other details?—I think it would be extremely difficult to bring them all to any one system as acknowledged to be the best.

1016. Have you not found an immense diversity of opinion as to your own company?—Most undoubtedly.

1017. Have not the eminent engineers to whom references were made, given opinions very much varying from one another?—Very much.

1018. Sir *Harry Verney.*] Do you think that if there had been a commission, such as has been alluded to, you should have agreed with the London and Birmingham Company to come into their terminus; do you not think that a public commission would have recommended you to have separate and independent termini?—I think that would not have been the case at that time. The general impression then was so decidedly in favour of several lines running to one terminus, that I am afraid any decision upon that occasion would have gone to the same point; but in a very short time afterwards it was seen, I believe by everybody, on further practical knowledge of railways, that it would be quite impossible for two companies to travel over one line, with very extensive traffic from each.

1019. A Government commission you think would have given no such advice at the time?—No; we were in Parliament one session for an independent terminus, that being the view the directors of the company and our engineer always took; but it was a great deal more in deference to general feeling that, when we came the second year, we went for a terminus with the London and Birmingham, than from our conviction that it was right to do so.

1020. If there had been a commission which had the general supervision of railway estimates, do you think such an extraordinary diversity of opinion and estimates of engineers as you have referred to in your evidence could have taken place?—I do think so, for this reason, that at the time we were in Parliament, which was in the year 1835, we were exceedingly opposed, and it became a very material point, when so opposed, to show that our estimates were higher than those other companies had shown at the time; and I am quite persuaded no competent authority whatever would have said that our estimates were incorrect at the time when they were introduced; we gave a great body of evidence from the first engineers, Mr. Stephenson, Mr. Robert Stephenson, Mr. Lock, and from all I think who had made railways at that time, Mr. James Walker included, and they concurred in saying, that our estimate was quite ample.

1021. That estimate for earth-work being 1 *s.* 1 *d.*?—Yes.

1022. Were not there estimates at 6 *d.*?—There was an estimate for the South-

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ampton at much less than ours; that was given on the authority of the person who had also made a railway, Mr. Giles.

1023. Would not such an injustice as that have been avoided by the existence of such a commission as has been referred to?—I think not; it is just possible any great authority upon that occasion might have impeded their Bill proceeding with a low estimate.

1024. That estimate being 6*d.* for that for which it has been found necessary to expend 1*s.* 7*d.*?—No; I really do not know what it has cost the Southampton Railway, nor have I said that their estimate was 6*d.*; I am not aware of the precise sum.

1025. Sir *John Guest*.] Were the gradients on the whole line of road absolutely determined before you went to Parliament?—The final gradients were not determined; we went to Parliament with a line with a certain gradient upon it.

1026. Was not the mode in which the bridges were to be made determined before you went to Parliament?—No, but certain bridges were.

1027. Were not the different cuttings of the road determined and ascertained?—After the Act of Parliament passed, the engineer then again set out the line much more minutely than he did in the original survey, in which he brought before the directors many points in which the line could be vastly improved both in gradients and in curves.

1028. Supposing it were required by Parliament that before a Bill passed, the absolute gradients should be fixed, and plans of the bridges all fixed, and referred to a royal commission or otherwise, to determine upon the plan and estimates referred to them, would not that have a great effect in bringing the estimate and actual cost of the work to correspond?—I think that irreparable mischief would be done by such a regulation.

1029. Have the goodness to state your reason?—My reason is this, that when we are promoting a Bill, we are obliged, for the purpose of avoiding particular properties, or of meeting the objections of particular owners at the time, to lay out the line generally as well as we can, and that it is impossible to define exactly, without a much more minute survey than we have made to pass an Act of Parliament, a general view of the gradients on the line; it would prevent the line afterwards from being improved, when it could be done with the consent of the owners; if you oblige the company to make it in the way in which it was first brought before Parliament, you may get a very bad railway made with inferior gradients, as compared with the railway where they had an opportunity of improving the gradients or the curves subsequently.

1030. Cannot all the alterations be ascertained by a minute survey previous to the Bill passing?—I think it is impossible, for this reason, that in many cases we meet with owners who will scarcely allow us to survey at all, and we must, in many cases, make our survey from distant objects, instead of on the ground.

1031. Suppose you were obliged, after you got your Bill, to go before a commission with all the minutiæ of survey, and to say the exact sum it would cost before you began, would not that have a good effect in keeping the cost to the estimate?—I have no doubt they would be much more competent to give estimates after they were in possession of the power to survey the line, than they can be when they go to Parliament without any such power of going on the land.

1032. Do you think there would be any objection to their being required to go before such commission before they commenced the work?—I do not understand why they should have power given them to make a railway, and then it should be limited afterwards.

1033. Is it not desirable to bring the estimate within the cost at the commencement?—I think it is very desirable, in a general way, that Parliament should see, before they give power to a company to make a railway, that they have the power to carry it through, for I freely admit that an injury may arise from a railway being commenced and not finished; but I think it is very immaterial, after Parliament have given the power of making a railway, how the capital is to be obtained.

1034. You are obliged now to prove a certain traffic expected on the road to justify a certain expense?—I apprehend it is not to justify a certain expense, but to show the public advantage from the quantity of existing traffic.

1035. Does not it produce great dissatisfaction to the proprietors when they find that the sum anticipated will not make the railroad?—I have no doubt it does.

1036. Is

1036. Is it not desirable that Parliament should be satisfied that the best mode of making it will be adopted?—I think, on the contrary, that if it is absolutely necessary, before a railway is permitted, that Parliament should be quite sure the promoters have the full power of making it, with the greatest improvements that can be made, a new railway will never be made.

1037. Mr *Loch*.] Is it not of great importance that the subscribers to a railway should know the full expense it is likely to cost?—No doubt it is, and I think they should have power given them to know that when they subscribe to a railway; but a great many subscribe to a railway without a conviction on their own mind that the sum stated will carry it into effect.

1038. Are there not others who feel they have been deceived, by a larger sum being found to be requisite?—No doubt that it is with them as with proprietors of canals; if it is to be a speculative investment they must be subject to the profit and loss of the transaction, and must look into it. I think every proprietor of a railway is quite as competent to determine, from the general ratio of cost of other railways, whether the railway can be made for so much a mile or not.

1039. If parties set out with the impression that this cost is not to be adhered to, are not persons living at a distance deceived to that extent?—I think they are not deceived in any other way but that in which all speculative subscriptions will render people liable to greater or less profit or loss; if any case could be shown in which the directors or promoters of a railway held out fallacious estimates, with the knowledge that they were fallacious estimates, it would be extremely wrong, and they would suffer very much in public estimation from that; but there are so many circumstances over which it is impossible that the promoters of the Bill can have any control, they will be always subject to a great increase of expense, just as the man who builds a house may begin it on an estimate that it will cost so much, and may find, from various improvements, that he will have a much larger sum to pay; I apprehend that in this country, where it is the policy to promote these public undertakings by means of private capital, it must be a speculative undertaking, and in that character they should be assisted rather than impeded.

1040. Sir *John Guest*.] Does not it appear to you that the probability of gain by the speculation is reckoned by the expense it will occasion?—Yes.

1041. That estimate is taken as the ground of passing the Bill?—Yes.

1042. If the public knew it would take four times the sum, of course that advantage is taken away?—I think that is not the case, if I understand the point correctly; I may be very much mistaken: it is this; the care which Parliament will take with respect to Bills before them is, that there is a sufficient means to go on with the undertaking. I apprehend it is not from the objection to spending four millions instead of two that Parliament would either grant or refuse the Bill, or give such powers to the company; they require evidence to be adduced which shows the expediency of the measure; it is not because a man speculates, and says, I will show you how you may get 20 per cent., that Parliament will give a Bill without the prospect of traffic; on the contrary, it is a palpable advantage, as far as the public are concerned, having a great expenditure of money on such a work as a railway; in the first place, the expenditure of the money is almost all in labour; it is expended in the country, and comes round immediately afterwards in circulation; first, it is paid in wages, and then immediately diffuses itself through the various sources of public wealth; independently of that, the greater the expenditure of money the greater the convenience from the railway, and I am prepared to show that the railway system, even up to the present time, has scarcely given to the public all the advantages they ought to have, and are entitled to get from it, from the circumstance that sufficient money has not yet been expended upon them, either in stations, or in sidings, or in crossings; I think that the more money you expend in that way, the greater public advantage you render by the railway.

1043. You think it of no consequence, in a national point of view, whether it gives a fair return?—I think, as regards the speculative part of the community, it does not much signify. I think it would be a great national disadvantage if you allowed the money which would be expended in making a railway here to go to America, or any where else, for the same purpose, and be lost to the country; but if it is actually expended in labour here, and by the expenditure on that railway, though the original speculator may be a sufferer, you produce a better railway, it is an increased source of wealth.

 1044. Suppose

W. U. Sims, Esq. and Mr. *C. A. Saunders*.

24 April 1839.

1044. Suppose the cost of conveyance from London to Birmingham by the canal to be 6*d.* per ton per mile, do not you conceive that it would be an advantage if a mode of conveyance could be provided at the rate of 1*d.* per ton per mile?—The view I take of it is, that the railway which costs the most money will be more likely to bring it down to 1*d.* per ton per mile, for everybody knows it is not the original cost of the thing which regulates that. The simple question is, how can you gain the largest clear income for the company.

1045. Mr. *Loch.*] (To Mr. *Sims.*) How have your calls been answered?—Very completely.

1046. Have you had any forfeited shares?—Not one.

1047. *Chairman.*] You have a Bill now before Parliament?—We have.

1048. Should you prefer delaying that Bill till this inquiry is closed, or would you rather have a clause introduced in your Bill, that you should be bound to submit to such regulations as may be approved by Parliament with reference to all railroads generally?—I think it would be better to bow at once to the authority of Parliament, and say, we shall be ready to be bound by those provisions which apply to railways generally.—(Mr. *Saunders.*) I presume that that refers to a clause in the present session.

1049. Mr. *Loch.*] The present, or any future session, because the inquiry may not close in the present session?—I apprehend it would not apply to the power of raising money, or have a retrospective effect upon our powers in reference to any clause for borrowing money in anticipation of capital. We have now, upon the faith of the Act which passed in 1835, received from the public the money upon that security; we cannot call upon our proprietors for the 35 *l.*, to be paid by those parties. If it is one of a nature which has been referred to, it would be a breach of the company's agreement to call on the bond-owners to receive their money; it would be taking from them the benefit they have under the debentures, and I particularly allude to it, from the notice given of a motion to oblige directors to make the calls, which would be unjust to all parties.

1050. Lord *Granville Somerset.*] Your debentures are not to be paid off for a certain number of years?—No, they have lent the money for a certain period; the person who holds the debenture holds it positively for a certain number of years.—(Mr. *Sims.*) Our debentures are even now a very popular security for the sum about to be raised. We have had application as to a portion of the loan we shall be enabled to raise under the Bill which is now in the House.

1051. Lord *Granville Somerset.*] What interest do you pay?—On some four and a half per cent, and some five per cent.

1052. Would you have any objection to state on what terms the proposals have been made for the advances under the Bill before Parliament?—They have been made by persons who have lent the money for seven or ten years at five per cent., to lend more on the same terms.

1053. With that reservation, you would have no objection to submitting to any regulations which Parliament might hereafter think proper to enact with regard to railroads in general?—(Mr. *Saunders.*) No, we cannot avoid it, I fear.

1054. You would prefer that, to having the Bill now before Parliament stopped in its progress?—Yes.

1055. Have you the power of punishing your engineers or other servants, before a competent tribunal; like that of the justices at petty sessions?—We have various powers; the first is section 195, as to servants generally. There is another section, 201, and I think in the subsequent Act there is a further power given.

1056. Section 201 refers to drunkenness simply, does not it?—Yes; the other is as to mischief and damage done to the property.

1057. Did it ever appear to you desirable to have the power of punishing your servants before a competent tribunal, such as justices at petty sessions or otherwise, for neglect of their duty?—I think it would be desirable to have such a power, whether the power exists or not, to have it specially provided, particularly with reference to the enginemen.

1058. The question includes engineers or persons employed in a confidential manner for the conveyance of goods or passengers along the railroad, neglecting their duty, even though accidents shall not have occurred, the taking them before petty sessions, or some competent tribunal?—I think it would be.

1059. That it would produce a strong moral effect upon them beyond that which now exists as to the necessity of attention?—I think it would.

1060. Mr.

1060. Mr. *Loch.*] You propose to carry goods when your line is open further?—Yes. *W. U. Sims*, Esq. and Mr. *C. A. Saunders.* 24 April 1839.

1061. Do you propose to carry them at the same rate of speed?—No.

1062. Lord *Granville Somerset.*] In referring to the Bill now passing before Parliament, you recognise the principle of supervision or disallowance of your bye-laws?—Undoubtedly.

1063. Will you have any objection to extend that to any competent tribunal appointed by Parliament to authorize or disallow them?—I think not; I think supervision of bye-laws by any competent tribunal would be a benefit to us.

1064. Would it not be an advantage that similar bye-laws should be in existence over all the railroads, so far as the circumstances apply?—I think so.—(Mr. *Sims.*) In fact, we are hardly responsible for the present code; we took it from the Birmingham, but have made our regulations a little less stringent than theirs.

1065. You would think it desirable to have the same code prevailing over all the railroads throughout England?—(Mr. *Saunders.*) I think it would be.

Veneris, 26° *die Aprilis*, 1839.

MEMBERS PRESENT.

Mr. H. Baring.	Mr. Loch.
Mr. Freshfield.	Lord Seymour.
Sir James Graham.	Lord Granville Somerset.
Mr. Green.	Sir Harry Verney.
Mr. Charles Shaw Lefevre.	

LORD SEYMOUR, IN THE CHAIR.

Mr. *Charles Alexander Saunders*, called in; and Examined.

1066. *Chairman.*] HAVE you any account to deliver?—

[*The Witness delivered in an Account.*] Mr. *C. A. Saunders.* 26 April 1839.

1067. Can you suggest to the Committee any reason why the total number of passengers travelling in November is so very much less than the number in October, and also considerably less than the number in December; the numbers being, in October 40,264, and in December 31,392, and in November only 21,370?—November is proverbially the month in which there is least travelling, and that would account for some diminution; but these statements are made up according to the duty account, and the duty account is required by the Act to be made up on the first Monday of every month, consequently in some months there are but four weeks comprised in the return, and in others five weeks.

Mr. *William Reed*, called in; and Examined.

1068. *Chairman.*] ARE you the Secretary of the Southampton Railway Company?—I am. Mr. *William Reed.*

1069. How many Acts of Parliament have the company for the purpose of raising money?—Two.

1070. What are those Acts?—The first is 4 & 5 Will. 4, c. 88, and the 1st of the present Queen, c. 71.

1071. Mr. *Loch.*] What amount of capital were you enabled to raise under the first Act, 4 & 5 Will. 4, c. 88?—A million in shares.

1072. And by loan, how much?—£. 330,000.

1073. By your second Act, 1 Vict., c. 71, you are enabled to raise in shares, how much?—£. 400,000.

1074. And by loan?—£. 130,000.

1075. Previous to your application to Parliament for the power of raising those latter sums, had you called for the whole amount of the capital of one million that you were enabled to raise under the first Act?—No.

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1076. What proportion of that million had you called for previous to your application to Parliament for further powers to raise money?—I am not certain that I have the account with me by which I can give a positive answer, but I have a very strong impression (if I find I am wrong, I will correct it afterwards) that we had called for 800,000 *l.*

1077. Had you made use of your power to raise money upon loan?—No.

1078. You had borrowed no part of the 330,000 *l.* that you were enabled to borrow upon loan?—None at all at that time.

1079. Had you raised money by any anticipation of capital, or otherwise, beyond the 800,000 *l.*, when you applied for your second Act?—None whatever.

1080. Had you made any dividend at the time that you applied for your second Act?—None.

1081. What was the reason then for applying for the further power of raising 400,000 *l.* by an addition of capital, and also for the further power of raising 130,000 *l.* upon loan, when you had only called for 80 per cent. of your original capital, and had made use of none of your power to raise the 330,000 *l.* which you were enabled to raise upon loan?—The first motive for applying to Parliament for an enlarged Bill, arose out of a desire to effect a deviation in the line of railway, for the purpose of avoiding a very considerable tunnel, and having at that time called up, and in a great degree expended, 800,000 *l.*, it became clear that, from the advance in the price both of material and labour, the residue of the million, and the 330,000 *l.* which we had power to borrow, would not be sufficient to complete the work, therefore, power was sought for, and ultimately obtained, to increase the capital; but it was also stipulated in the amended Bill, that no call should be made upon the new capital until six months after the passing of the Act.

1082. Having obtained these additional powers, did you then proceed to call up the remainder of the million that you were enabled to raise under your first Act?—We did.

1083. And you did that before you called up any of the capital that you were enabled to raise under your second Act?—We did.

1084. Did you make use of your power of borrowing upon loan, which you had obtained under the first Act, before you proceeded to call up any of your new capital?—No.

1085. What proportion of your new capital have you called up?—The whole of it.

1086. And have you since raised any money upon loan, either under the one Act or under the other?—Yes.

1087. How much?—The power given by the old Act to borrow upon loan was merged in the clause in the new Act; and the sum that we were enabled to borrow was increased to 460,000 *l.*, which is the amount, adding 330,000 *l.* and 130,000 *l.* together.

1088. Mr. *Lefevre.*] Making the two sums together about one-third of what you were to raise upon your shares?—A fraction less than one-third.

1089. Mr. *Loch.*] Have you borrowed the whole of the 460,000 *l.*?—No.

1090. What proportion of it?—We have borrowed 380,000 *l.* of it.

1091. In your opinion, is it likely that that portion which you have not yet borrowed will be adequate to the completion of your works?—Yes.

1092. Will it be necessary to borrow the remainder of the 460,000 *l.*, do you think?—It will.

1093. Lord *G. Somerset.*] Will you have the goodness to state what is the amount of each of the new shares?—Perhaps I shall be able to convey it to your Lordship's mind better by stating the story in my own way. When we sought to obtain the amended Bill, whether from wrong information or from not understanding the Orders of the House, I do not know, but we went into Parliament without a subscription-deed for the new capital. Our Bill passed the House of Commons; but when we arrived at the House of Lords we were told that we must produce a subscription-deed for the additional money that we sought to raise. Our original intention was merely to take a general power to raise 400,000 *l.* amongst ourselves, doing it either by way of loan or by way of shares, as circumstances might point out as best for the interests of the shareholders; but in order to comply with the interpretation which the House of Lords put upon their own Order, though I believe the Order was literally the same as the Order of the House of Commons,

we were obliged to produce a subscription-deed. At that time the shares in the Southampton Railway were very much depreciated; I think there was 35 *l.* paid upon the 50 *l.* shares, for originally all consisted of 50 *l.* shares; they were at 23 *l.* discount; the shares that had 35 *l.* paid on them were literally worth only 12 *l.*; to raise a capital at par, therefore, was quite out of the question; no one would subscribe 50 *l.* for a 50 *l.* share who could go into the market, and buy it and all its future liabilities for 27 *l.*; we, therefore, proposed and succeeded in obtaining the capital in this manner, to divide the 400,000 *l.* into 16,000 shares of 25 *l.* each, and give to the holders of those shares the same privilege, as to dividend, share for share, as the holders of the original 50 *l.* shares had, but at the same time giving to each shareholder a right to take shares of the new capital upon those terms, in proportion to the shares that he held at the time in the old capital.

1094. That is to say, if a person held 100 old shares, he might have 100 new shares?—There were 20,000 of the old shares, and 16,000 of the new, therefore a person holding 100 had a right to take 80 of these new shares. The operation with the original shareholder is this, that, if he had five shares of the original stock, he took four shares of the new stock, and, putting them together, his nominal 50 *l.* shares stand him in 38 *l.* 11 *s.* I think that is the state of the case; and no stranger whatever was let into that deed.

1095. Sir *Harry Verney.*] In what year was this?—1837.

1096. Lord *G. Somerset.*] Then the fact is this: that all these new shares were taken by the old shareholders?—Every one.

1097. Were they evenly distributed over the shareholders, or do you mean to say that some of the old shareholders transferred their right of taking the new shares to other parties?—Some declined; it was a nervous time; we had a good deal said that parties would never pay, and things of that sort; but I think the holders of 17,000 shares out of the 20,000 took their proportion of the new shares.

1098. How were the remainder disposed of?—I have got here the resolutions of the general meeting under which those shares were issued. Perhaps it would be the most direct way of giving the information if I read those resolutions: "At a special general meeting of the proprietors of the London and Southampton Railway, held pursuant to advertisement at the City of London Tavern, on Monday the 8th day of May 1837. The requisition of the Standing Orders' Committee of the House of Lords, to whom the Bill was referred for altering and amending this railway, as well as for raising an additional capital, having been considered, it was resolved unanimously, 'That in order to comply with the said requisition 16,000 new shares of 25 *l.* each be created, each share to be entitled to the same dividend as an original share of 50 *l.*, giving to the holders of the original shares the option of taking new shares in rateable proportion to the shares of which they are now registered proprietors; and in case the whole number of 16,000 shares are not so taken, then to offer the remainder to such registered proprietors of original shares as are disposed to take more than their rateable proportion; and should any other remain, to offer such remainder to the public. The subscribers for new shares who are registered proprietors of old shares not to be required to make any payment, or be subject to any calls whatsoever in respect of such new shares, until six months after the passing of the amended Act. The subscribers for new shares, who are not registered proprietors of original shares, to pay as follows; viz. 1 *l.* per share on subscribing the Parliamentary contract, 2 *l.* per share in two months after the passing of the amended Act, 2 *l.* per share in four months after passing the amended Act. No transfer of any new shares, subscribed for by a registered proprietor of old shares, shall be made without the party subscribing the deed first paying the same sum as would at the time of such transfer have been paid or called in the case of a subscriber who is not a holder of original shares. That no application for new shares be received after Wednesday the 17th instant; but the parties to whom shares shall be allotted pursuant to their application for the same, do sign the Parliamentary contract and subscribers' agreement at such time as they are required by notice from the secretary; and any party neglecting or refusing to do so shall not afterwards be entitled to claim any.'" The Committee will observe that this contemplates a contingency that did not arise.

1099. Then, as I understand you, this is the fact, that at the period when these resolutions were passed the original shares might be calculated at 27 *l.*?—Yes.

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1100. And you proposed, therefore, to give as a bonus to the new subscribers the same dividend upon the new 25*l.* shares that the original shareholders were to have upon their 27*l.*?—Yes, what had cost them 50*l.*

1101. But at that moment the price in the market was 27*l.*, and you proposed to give upon the 25*l.* the same amount of dividend as you proposed to give upon the 27*l.*?—Yes.

1102. Mr. *Shaw Lefevre.*] At the same time you gave to the old shareholders the offer of those new shares in the first instance?—Yes; and in fact the old shareholders were the only parties who had them.

1103. Mr. *Freshfield.*] And you gave them the further advantage of not being called upon to make any payments as old proprietors for six months?—Yes; we calculated that the remaining calls upon the first million would be sufficient to enable us to carry our work on for six months.

1104. Lord *G. Somerset.*] You stated that shareholders holding 17,000 of the old shares availed themselves of this proposal to take up the new shares in a certain proportion?—Yes.

1105. How many of the new shares were taken by the holders of the 17,000 shares?—Seventeen-twentieths of the 400,000.

1106. What remained were three parts out of the 20?—Yes.

1107. By whom were those three parts out of the 20 taken?—They were divided again, in proportion to the shares held by parties.

1108. Amongst the holders of 17,000 shares, who had already taken the 17-20ths?—Yes.

1109. Were those 3-20ths taken in any instance, or in any proportion of them, by persons not the holders of old shares?—Not one.

1110. Sir *Harry Verney.*] Was that at the time that you changed your engineer?—Yes, it was at that time.

1111. Mr. *Shaw Lefevre.*] I believe Mr. Locke was your engineer when you proposed this new deviation to avoid the tunnel?—He was; he became our engineer just about that time.

1112. Mr. *Loch.*] Have you had much difficulty in getting payment of the several calls you have had to make?—None whatever.

1113. Have you had any forfeited shares?—We have had, I think, a dozen or something of that sort; but we have never, in fact, forfeited any shares; we have talked of it, but never done it.

1114. You have, in point of fact, no forfeited shares?—No.

1115. The cost of your railway has far exceeded the original estimate, has it not?—Yes.

1116. Under what particular heads has the excess principally taken place?—The land was estimated at somewhere about 90,000*l.*; it has cost 260,000*l.*

1117. Did you refer it to a jury, or did you make arrangements of your own with the parties?—We have had very few jury cases; only two or three.

1118. You found it, on the whole, more expedient to pay that larger sum than to go to a jury?—Yes; the experience we had of juries did not teach us to regard them as being very favourable to us.

1119. Sir *John Guest.*] Did that include the compensation paid to parties before the passing of the Bill, in order to obtain their assent?—We did not pay any sum for assents; there were two or three bargains made previously to the passing of the Act.

1120. To a considerable amount?—Yes; I think altogether amounting to upwards of 20,000*l.*

1121. To induce parties to give their assent to the Bill?—That was perhaps implied rather than declared.

1122. Mr. *Loch.*] In the works themselves has there been a considerable excess?—Yes, very considerable; labour and material were certainly much lower in price when the estimate for this railroad was made than they are now, or than they were in the course of the proceeding of this work.

1123. Making due allowance for the rise in the price of labour, do you think that your original estimates were properly and fairly made out, and the proper prices allowed for such labour?—I should be sorry to say that anything was unfairly or improperly made out by the professional gentleman who was employed; most assuredly the fact has not verified the prediction.

1124. What I meant by the question was this, not whether you think that he made that estimate for the purpose of doing what was wrong, but whether it was according

according to the actual price of labour in the country at the time when the estimate was made?—The Southampton Railway always had the reputation of being under estimated.

1125. Mr. *S. Lefevre.*] You spoke of a deviation just now to avoid a tunnel; do you remember whether the cost of that deviation added considerably to the expense of the undertaking?—I do not think it did.

1126. Mr. *Loch.*] Do you happen to recollect at what rate per cubic yard the cuttings and embankments were estimated?—Yes; they were estimated, I think, at a price that was under 6*d.* a yard the average.

1127. What has it actually cost you?—Much nearer 1*s.*

1127*. Not exceeding 1*s.*?—No.

1128. Sir *John Guest.*] How are the quantities of cutting and embankment compared with the estimate?—The quantities have been reduced considerably below the estimate.

1129. Lord *G. Somerset.*] Will you have the goodness to state what your average lead was estimated at?—No, I cannot. I do not know that ever the lead was averaged upon the whole line.

1130. Was it not stated to the Committee before which your Bill was in 1834, what the leads were supposed to be?—Yes, the leads in particular places; but I do not think an average was taken of the lead for the whole line.

1131. What was the extreme lead; do you remember?—I think we had a lead of from four to five miles.

1132. Did you practically take exactly the same line at St. George's Hill as was proposed originally?—No.

1133. What deviation did you make there?—Very little indeed; I suppose it would not be a quarter of a mile; it was on the hill side.

1134. Mr. *Loch.*] The amount of cutting was diminished considerably, was it not?—Yes; of a cutting that was contemplated to be three millions and some odd thousands, we knocked off 3,000,000.

1135. Lord *G. Somerset.*] You found the Committee before whom you went take some interest as to the amount of cutting at St. George's Hill?—Yes.

1136. Did they not detect an error of some considerable amount in the estimate of Mr. Giles upon that occasion?—There was an error in the estimate, but I believe it was a mere clerical error.

1137. Was there not an error acknowledged by Mr. Giles himself, to the amount of nearly a million cubic yards?—Yes; but I believe it was a clerical error.

1138. Mr. *Loch.*] Do you happen to recollect what is the total amount of the earth-work upon the Southampton Railroad?—The earth-work has been very much reduced, as I have already given an instance of in one hill; but I think it was 16 millions and a half of cubic yards when we were before Parliament.

1139. How much has it been diminished?—I think it will be done with 11 millions.

1140. Mr. *Shaw Lefevre.*] Did you ever hear it compared with the quantity of earth-work on the Birmingham line?—As far as my memory serves me we have rather more earth-work upon the Southampton line for 77 miles, than they have upon the Birmingham line for 112 miles.

1141. Mr. *Loch.*] But the material is more favourable upon the Southampton line, is it not?—Yes.

1142. Sir *Harry Verney.*] Did your original estimate include station-houses?—There was a sum put down for those, but it was totally inadequate.

1143. How much was it too small?—I cannot state, but I should say that it was not one-fifth.

1144. Mr. *Loch.*] Experience has taught you that the public require much more accommodation than you were led at first to anticipate?—Very much more; I think I may safely say that in our London terminus there is nothing extravagant, and nothing done for display, but yet it has cost us a great deal more money than we had calculated for the whole of the stations.

1145. Sir *Harry Verney.*] The London terminus alone?—Yes.

1146. But was the London terminus more expensive than the termini of railways which were already made?—I am not aware that the terminus of any railway, except the Liverpool and Manchester, had been made at that time.

1147. But it is not a more expensive terminus than the terminus of the Liverpool and Manchester Railway, is it?—No.

1148. Sir *John Guest.*] Are the gradients of your line altered from those of

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the original plan?—Whatever alteration there has been in the gradients has been an improvement in making them less steep.

1149. There are no steeper gradients made by the second engineer, with a view to diminish the quantity of earth-work?—None at all; in fact we had a gradient from Southampton to the summit, 1 in 198 I think, and now we have nothing steeper than 1 in 250.

1150. Have you any deviations made upon the line to avoid cutting?—Yes; there was a deviation made to the westward for a considerable distance to avoid the tunnel, and one of which I spoke just now, at Saint George's Hill.

1151. Not with a view of diminishing the quantity of earth-work?—No; the real object was to get rid of that feature in the line, that very long tunnel.

1152. Lord *Granville Somerset.*] With regard to the estimate of 6*d.* per cubic yard for the earth-work, was it not at that moment notorious that the London and Birmingham were giving more than that?—Yes.

1153. Was it not also notorious that other engineers, in supporting bills then before Parliament, were allowing a much larger amount per cubic yard than 6*d.*?—Most assuredly it was.

1154. But still the directors were satisfied with Mr. Giles's estimate?—Directors of railways, in the beginning, have a great deal to learn, and it was certainly the case that a great deal of work was done at Mr. Giles's estimate; but we had a great many contingencies; we could not get on with the work at the speed we wished.

1155. Mr. *Shaw Lefevre.*] Were there not certain witnesses who came before the Committee in the House of Commons, and stated that they were ready to undertake contracts at that amount?—Yes; and did undertake them, and executed a very large number of cubic yards at that price.

1156. Lord *Granville Somerset.*] Were there any done at a less price than 6*d.*?—Yes; we had a considerable quantity done at 5 ½*d.*, but we found rails and sleepers, and we were, in fact, in the hands of the men who had not the power to go on with the works with the speed which we required.

1157. Mr. *S. Lefevre.*] Were not those estimates calculated upon the understanding that the company were to find rails?—Yes, they were; but I rather think that the expense and the loss which was sustained by finding materials for the contractors was not estimated at its real value.

1158. Sir *John Guest.*] Are you aware that there is a great difference in the expense of cutting in different sorts of ground; in clay and gravel for instance?—Yes.

1159. Does not the price depend also upon the distance of the lead?—The price depends upon the filling and the lead.

1160. Do you know what the price of filling was, generally, exclusive of the lead, upon your line?—We did not divide it in that way.

1161. Perhaps you will know from recollecting what the contractors offered to do it at?—We give from 2*d.* to 5*d.* per yard.

1162–3. Then all the other expense depends upon the distance to which it is to be carried?—

1164. If the soil had simply been taken out of the cuttings and placed at the side of the road, it would not have cost more than from 2*d.* to 5*d.* a yard?—It would not have cost more than that.

1165. And it is very possible that the engineer might have contemplated putting the soil close to the cutting?—At this place, in St. George's Hill, before we reduced the cutting, a very great proportion was to have gone to spoil close by, and I dare say, in that way, it could be done for 5*d.* per yard.

1166. You are aware that in all cases of railways if the stuff is taken to spoil, the price is reduced, in some cases more than one half?—No doubt.

1167. Mr. *Loch.*] What is the average rate of travelling upon the London and Southampton Railway?—We go 38 miles now; and with the trains which only stop at two places intermediate, we perform the journey in times varying from an hour and 20 to an hour and 40 minutes.

1168. *Chairman.*] Do you carry the mails at that rate?—We do.

1169. Mr. *S. Lefevre.*] Is not the journey often performed with much greater speed than that?—Yes, but I am always afraid to say we will do it in less time; in our arrangements with the Post-office, I like to have a little margin; I see that we brought up a balloon in an hour and a quarter.

1170. Mr. *Loch.*] What is the regulation that your company have adopted

as

as to delivering and taking tickets from the passengers?—Very nearly the same as is practised upon the London and Birmingham; we deliver out a ticket and receive it either at the further end of the journey or nearly so. For instance, in going to Winchfield or Hartley-row, the tickets are collected for the down journey at Farnborough. In the same way in coming up to London, the train stops at Wandsworth, some three miles short of London, and the tickets are collected at the station there.

1171. Mr. *Shaw Lefevre.*] You collect your tickets at the last station previous to the terminus?—Yes.

1172. Mr. *Loch.*] And if a passenger stops at an intermediate station, his ticket is taken from him when he gets out?—That is so.

1173. Supposing a passenger has lost his ticket, what course do you pursue?—We ask him to pay again.

1174. Have you not assumed some power of taking him before a magistrate and enforcing a penalty of 40 *s.* in the event of his not being able to produce the ticket?—We have never enforced such a power.

1175. In what way do you conceive that you have the power of enacting such a bye-law?—We have assumed that we have the power, and we have enacted such a bye-law, but we have never acted upon it.

1176. Lord *Granville Somerset.*] Will you have the goodness to turn to the sections of the Act under which you conceive that you have the power to make such a bye-law?—Section 100 and section 179.

1177. By the first you have the power of making bye-laws, provided they be not in contradiction or be not repugnant to the general laws of the country?—Yes.

1178. Mr. *Loch.*] Are your bye-laws required to be approved of by any judge or by any court of quarter session?—No.

1179. Mr. *Shaw Lefevre.*] In the Bill now before the House, for making a branch railway from the London and Southampton Railway to Gosport, is there a clause obliging the company to submit their bye-laws to one of the judges of the land, or one of the courts of quarter sessions?—Yes.

1180. Lord *Granville Somerset.*] Section 179 empowers the company to make orders and regulations for the passengers travelling by the railway?—Yes.

1181. In section 100 an appeal is mentioned: "All such bye-laws, rules, and orders, shall be subject to appeal in the manner hereinafter mentioned;" to what court is the appeal?—We have been so cautious as not to require any of those coercive measures, and I am not aware what the appeal is.

1182. No appeal has, in fact, been made?—No.

1183. Had you not a case in which a party was taken into custody by one of your officers at the London terminus for being upon the premises, as was represented, improperly?—Yes.

1184. Under what section of your Act was that officer justified in acting in that manner?—I apprehend he would have been justified even by the common law, for the individual knocked down the policeman.

1185. Was there not some previous attempt on the part of the policeman to take him into custody?—No, not at all.

1186. Then it was simply as an assault that you took him?—I believe it was under the clause for obstructing the officer in the performance of his duty that I obtained a conviction against the gentleman; we enforced no penalty; but that of course has nothing to do with the power.

1187. How came you not to enforce the penalty?—The object was to show him that he was wrong, nothing more.

1188. The decision of the magistrate was in your favour?—Yes.

1189. Was that accompanied by any opinion?—The opinion that the defendant was wrong.

1190. The opinion of the magistrate was to the effect that the party had contravened the law, and that therefore he must be convicted of such contravention of the law; but was the judicial decision of the magistrate accompanied by any observations upon the case, which induced the company not to exact the penalty which might legally have been exacted from him?—No, I believe not; I happened to be the party representing the company upon that occasion, and I am quite certain that I was not moved in my determination not to press for the penalty by any animadversion of the magistrate upon the case.

1191. You say he knocked down one of your officers; if that had been the case, do you not think that the individual ought to have suffered whatever punish-

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ment belonged to the transaction?—I have myself always felt that it was better to give way than to be very rigid. I believe we have had fewer cases of unpleasantness on the Southampton Railway than some railways, less fortunate, have had. I felt that it was desirable to establish this point: whether a person, representing himself to be who he might, or any number of persons (because I felt if we gave way in one instance we must give way in all), had a right to come upon the premises of the company against the express orders of the directors, upon their saying that they came to meet their friends.

1192. That might be a very good reason for your prosecuting this individual and for asking for a conviction before a magistrate?—I must beg your Lordship's pardon, we did not prosecute, we were put upon our defence.

1193. In what way were you put upon your defence; what was the offence with which either you or your officers were charged?—He was taken into custody, therefore he must have been the defendant; he was told he was wrong by the magistrate, and the case would have been dismissed. I was not there that day; I happened to be at Southampton at the time; but he insisted, or rather urged strongly for another hearing, and pressed the magistrate to order the attendance of the railroad servants; and though he was certainly the defendant in the case, it turned out when I attended that we were rather put upon our defence than he; that was the way it was brought about.

1194. Against whom was the conviction?—Against the gentleman himself; legally, he was the defendant, but I felt that we had to sustain our character for moderation, and to prove that we were not vindictive persons.

1195. How did it appear that he had knocked down any man previously to personal violence having been offered to himself?—The facts were gone into when I was not there; that he did knock down the policeman I know; at least I heard the policeman swear it.

1196. Mr. *Loch.*] How did he happen to come upon the premises; for what purpose?—He said he came to meet his wife; he insisted upon coming in at the gate; the policeman told him that he was not allowed to permit any man to enter; he said he would enter, and the policeman repeated, "You must not enter;" and the gentleman then said, "I will enter, and he pushed by the policeman, and he got into the yard; the policeman, so far as my memory serves me, followed him, and attempted to remove him from the premises, perhaps forcibly; and then, I think, the word the policeman made use of was, that a *scuffle* ensued, and the policeman was knocked down.

1197. Do the police prevent gentlemen who expect their wives, or daughters, or sisters, from going into your premises for the purpose of meeting them and conducting them home?—They prevent the public going, but there is always a discretion given to the principal in the office; when any case occurs of a respectable person wishing to go in, he can always obtain leave of the principal book-keeper in the office.

1198. Lord *G. Somerset.*] Was not this individual sent from one person to the other in order to obtain permission to enter?—He was, and for this reason: it was at night, and the clerks in the booking-office, except a very young man, had all gone away; there were no more trains going out, and there was no one there who had the power to give him leave. At night the train, arriving with, perhaps, 100 passengers, and the luggage of 100 passengers, strewed about necessarily as it is taken from the carriages, I do really think, if we were to suffer people to go in indiscriminately, we should find a great deal of obstruction and not a little pilferage.

1199. We are to understand that you think it was quite right that upon this person coming to meet a female relative of his, it should be left to the discretion of a junior clerk whether or not he should be allowed to enter, in order to protect this female relative on her arrival?—No, I have not said that that was quite right.

1200. What do you mean to say is the regulation of the company with regard to persons meeting their friends at those stations?—That they can apply at the booking-office, and when there is an appearance that justifies the clerk in his judgment in allowing the person to enter, leave is given.

1201. Do you think, previously to this gentleman making this scuffle, that he was or was not justified in his wish to meet his female relative on that occasion?—I do not know how we are to make out a justification for a man's wishes; it was very natural that the gentleman should wish to enter in order to meet his wife.

1202. Mr. *Freshfield.*] Did it appear, in point of fact, in the course of the investigation,

investigation, that he wished to enter the premises in order to meet his wife?—I believe there was no proof of that; but there was no reason to believe otherwise; he was a very respectable man.

1203. Lord *G. Somerset.*] You state that the man was respectable, and that you have no reason to suppose that he was not going there for the purpose which he stated; upon what ground was that individual refused access to your premises on that occasion?—I do not think there was any ground for refusing him; I do not think he was refused by the party who alone could give him leave to go; he came to the policeman; the policeman's orders are, to admit nobody; he then went back to the office, and, on his return, said that he had got leave; the policeman very well knew that he could not have it, because he must have it, if at all, in writing, or by the presence of the person giving the order, a verbal order would not have been sent by the party himself applying for it.

1204. But supposing a gentleman wishes to meet any relative coming by your trains at your London terminus, is it in the discretion of a common policeman, or a common clerk, to say, you are not a proper person to come upon these premises, and you shall not come?—No, the policeman has no discretion at all; his orders are to keep every body out.

1205. Without any exceptions?—Yes.

1206. How are those orders to be modified in practice, or are they to be strictly observed?—I have said before that a party may apply at the office and obtain leave.

1207. Is it part of the duty of the policeman, if an attempt is made to get in, to inform the party wishing to get in by what means he may obtain leave?—I do not think there is any specific order on the subject; it is perfectly well understood.

1208. Did, upon that occasion, the policeman give intelligence to this gentleman, so as to put him in a proper way of getting that leave which you conceive he might have had?—I believe he did.

1209. Then what is the meaning of your statement, that in this case there was only a young clerk left?—Merely because young men are not so careful sometimes in their business as older men.

1210. Would the public have any remedy, supposing the railroad company established it as a rule that no individual should be allowed to come upon the premises to meet any passenger by the railroad?—No, I do not think that he would.

1211. Sir. *J. Guest.*] Would not that rule operate very much against yourselves, inasmuch as people would not come by your trains if they could not be met by their friends?—Yes, no doubt of it.

1212. Mr. *S. Lefevre.*] Do not you constantly admit parties upon the premises who come to meet their friends?—Every day.

1213. Is it not the rule of the company to admit persons in those cases upon their applying at the office?—Yes.

1214. Lord *G. Somerset.*] With this particular exception?—There was no intention to make this an exception.

1215. Have any orders been issued to your servants to remedy any mistakes which might have been made upon that occasion?—I should scarcely think that any orders have been issued to remedy that; I believe it was a general understanding before that any respectable party should be allowed to go in. I believe this gentleman failed to apply when he said he had applied.

1216. On the other hand, he was not informed by what means he might get the leave that he sought?—He was informed, I have no doubt.

1217. Did that appear in evidence?—I believe it did.

1218. And that he understood the intimation?—I believe he did; and he came back and said he had obtained leave.

1219. Do you mean to say that your officers have directions to give advice to parties how to obtain the necessary leave?—Yes.

1220. Can any one go upon the premises, either a servant expecting the arrival of his master, or a gentleman going to meet his wife, without leave from one of your clerks?—No.

1221. Mr. *Freshfield.*] From your experience, are you of opinion that the indiscriminate admission of the public would be more inconvenient to the passengers than the instructions now issued by the directors?—Yes, very much more inconvenient.

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1222. Sir *H. Verney.*] And entail greater danger with regard to the luggage?—Yes; even now, notwithstanding all the regulations which we adopt, we occasionally lose some of the luggage.

1223. Mr. *H. Baring.*] Are you aware of the regulations adopted by the Great Western Company, as to the tickets?—No, I am not.

1224. Mr. *Loch.*] You do not lock up your passengers, do you?—No.

1225. Mr. *H. Baring.*] Do not you consider it a convenient system that the passengers should be obliged to produce their tickets at the end of their journey, or shortly before the end of their journey?—I do not know that it works inconveniently. I should be very glad to adopt any plan that would work less inconveniently.

1226. But you think that you would be open to much fraud if that system was not adopted?—Yes; and I apprehend that a great many regulations on railways, and that for one, is made as much for the protection of the passengers as of the company.

1227. In what way do you consider that that is a protection to the passengers?—I think it protects them from improper characters mixing with them. I hold that no man who wishes to practise a fraud can be a proper companion for persons of honest intentions.

1228. Do not you think that it would prevent fraud if the ticket was taken on their entering the carriage?—No. I will endeavour to explain that: On the Southampton Railway we have in the first 38 miles no less than nine stopping-places. A person books himself at Nine Elms for Kingston, for which he pays 1*s.* 6*d.*; the guard of the train has no means of knowing whether he has a Kingston ticket until he delivers it up; but if his ticket were taken from him at Nine Elms, he could go on to Hartley Row, and for his 1*s.* 6*d.* would have gone four times the distance for which he paid the 1*s.* 6*d.*

1229. Would not you obviate that difficulty by having carriages exclusivelyset part for the respective stations?—It could not be done in that way, for we might have only three passengers for that particular station, and it would involve our taking a great many more carriages.

1230. You are not aware that that practice is adopted on the Great Western Railway?—No, I am not. I believe this, and I have had occasion to know it, in fact, that railways must, if they would do rightly, estimate their own individual circumstances. On the Southampton Railway we have had a great desire to accommodate the whole of the country that we pass through, and the consequence is, we have very many stopping-places, and unless we were to be rather rigid in the system of tickets, I am quite certain that we should sustain very considerable loss, and by the impunity with which fraud could be practised, we should lower the moral quality, in fact, of our passengers.

1231. Mr. *Loch.*] Have you had many accidents happen to passengers upon your line?—None.

1232. Sir *H. Verney.*] You mentioned, that when you went to the House of Lords with your second Bill, you were stopped by not producing a subscription-deed; what did it cost the company, being stopped by that difficulty?—I do not know that it cost us anything.

1233. It did not occasion you to wait a whole session?—No; the Lords were kind enough to give us time. On the first blush, we were told that we might go about our business; but they were kind enough, on consideration of the case, to give us time to enable us to comply with their requisition.

1234. You also state, that you had paid a much larger sum for land than your estimate had been; to what do you attribute that; do you attribute it to the estimate being unjustly too small originally, or do you consider that you were greatly imposed upon, and that you paid a great deal too much?—I certainly think that we paid a great deal too much.

1235. Do you think, if there had been any competent tribunal which might have advised the Parliamentary Committee with regard to the price you ought to have paid, that you would have paid much less?—I think a much less sum would have met the just requirements of the landowners.

1236. Supposing, at the time that you were making your bargain with those landowners, there had been an independent tribunal, appointed by Parliament or the Government, to whom you might have applied, do you think you would have paid much less?—I think we should; but that rather goes against the tribunal of a jury, and one would not like to do that. But I am quite sure that we paid excessively,

sively, and that, by consequence, if a just tribunal could have been easily had, I have no doubt we should have paid a much less sum.

1237. You think there has been an excessive compensation to the landowners?—I have no doubt of it.

1238. Sir *J. Guest.*] With reference to the amount you paid previously to the Bill passing, was that considerably beyond the value of the land?—Yes; some estates, it was said, we should injure very much.

1239. And there was a sum paid over and above the value at which the land was estimated?—Yes; there was an instance of a gentleman in the lower part of Hampshire, whose house we went rather near, who said it would injure his house very much. This was before I was connected with the company; and when I came into it, which was whilst it was still in Parliament, I became acquainted with the fact that a previous agreement had been made with him to pay him 7,000*l.* or 8,000*l.*; and there were several others, I think, altogether amounting to somewhat between 20,000*l.* and 30,000*l.*

1240. Did the company consider that the power those persons had to stop the Bill was such as to make it advisable to pay them so large a sum?—That was the fact.

1241. Sir *Harry Verney.*] Was the original line you fixed upon the best, in your opinion?—No, I think not.

1242. Was it for want of information that you fixed upon that line, or from want of ability to take that which you thought best?—There were cases of both sorts. I think the line for which we originally obtained an Act was not judiciously chosen in Hants, where we now avoid the tunnel; and in another case we were afraid of attacking Oatlands-park, which was considered rather sacred.

1243. Have you in any case deviated from your line, in consequence of finding that some strata existed of which you were not previously aware, and which rendered the formation of a railway unadvisable in that line?—No.

1244. Would you have been assisted or injured, if any such board as that which I have referred to had existed at the period of the formation of the railway?—That would depend, of course, upon the powers of the board; if you mean simply with reference to the price of the land, it would no doubt have been a most material assistance.

1245. I mean a board to assist Committees of the House of Commons in the formation of their judgment?—I do not know why a board so constituted should be more able to form a judgment upon the subject than a Committee of the House of Commons.

1246. Sir *John Guest.*] Suppose a board were constituted, to which the estimates should be submitted, composed of persons competent to judge upon those estimates, do you think that that would have a tendency to bring the estimates and the price of the work nearer together?—Then the board in that case would consist of professional men.

1247. Perhaps of military engineers?—I do not think that it has been found in practice that the judgment of military engineers is always to be depended upon.

1248. Supposing a board was appointed to go into the detail of the work, and examine all the estimates, in order to ascertain whether they were properly founded upon the data on which they were formed, and examine the line of country with regard to bridges and cuttings, and the engineers were obliged to submit their estimates to them, in order that they might form their judgments upon them, do you think that that would tend to keep the estimate of the work and the actual cost near together?—I have had the honour of appearing before Committees of both Houses of Parliament, and think they are as competent as any tribunal that you can get.

1249. Sir *Harry Verney.*] In 1834 were you in the service of the company?—I was not at that time.

1250. In the year 1834 a Committee of the House of Commons sanctioned the Bill which was founded upon the estimate, that the expense of moving the earth would be 6*d.* the cubic yard; do you think, if there had been a competent tribunal to take cognizance of that statement, that such a Bill would have been allowed to pass?—I am not certain that it would not. I do not think that, under the circumstances of the nature of the soil that we had to remove, the distance that it had to be taken, and the cheapness of labour at that time, it was so very wide an estimate.

1251. Sir *John Guest.*] Do you think a Committee of the House of Commons as competent to judge of that as a board of professional men?—We have had a great

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great deal of learning about the formation of railroads, but I have never yet learned where the great mystery is. I believe every country gentleman is able to say what a cart-load of earth may be moved for from one place to the other; and when we consider, that in the case of the Southampton Railway there was no peculiar engineering difficulty, it was all a matter of solid work; the material was simple and well known; I do think that the gentlemen who sat on that Committee were as competent to form a judgment as anybody could be.

1252. Sir *H. Verney.*] To take an example very near home: a few years ago the Highgate Tunnel was constructed; if a competent engineer had been employed upon that occasion, would he not have known that the work could not be done by a tunnel, but that it was necessary to excavate the whole?—I am travelling rather out of the secretary into the engineer in answering such a question at all, and I hope, therefore, that my answers will be taken with all due allowance; but it appears to me that the science of engineering has received a considerable addition since that work was executed, and even since this Act of Parliament was obtained the experience of Committees of the House of Commons has very much increased, and very much greater knowledge has been acquired; and when we take the affair of tunnelling, it is not at all improbable, I think, on the contrary, it is very probable, that the best engineer may be deceived. We had a proof of that in the Blisworth tunnel and the Kilsby tunnel, on the London and Birmingham line; and when such men as Mr. Stephenson are evidently out of their calculation, (and I say it without at all imputing anything to Mr. Stephenson in the remotest degree allied to ignorance,) when we see such men as those deceived, I do not know that you could form any tribunal of persons who would be superior judges.

1253. Sir *John Guest.*] Do not the bridges form a considerable portion of the expense of making a railroad?—Yes.

1254. Are the estimates for the bridges made in detail before the Bill passes?—Yes.

1255. Do not you think a board of engineers would be more competent to examine into that?—As far as regards the bridges it might be.

1256. And they form a very expensive portion of the line?—Yes; they formed, in the case of the Southampton, about one-half of the cost of the earthwork.

1257. Are you aware that bridges can be made at an expense varying to a very considerable amount, according to the material in which they are constructed, still keeping in mind the efficiency of the bridge?—Yes; I have no doubt that the nature of the foundation would affect the cost very much.

1258. Sir *H. Verney.*] Then, supposing such a board as we have referred to had existed when you began to make the Southampton Railroad, do you think it could have been made at a considerably less cost?—No; I do not think we have paid anything exorbitantly.

1259. You stated that you had paid an exorbitant price for the land; if you expend five millions in making a railway, which might be made for four millions, who pays that increased expense?—You may say that the public does; but the dividend will be less to the shareholders.

1260. Are you aware of the expense of making a railway in England, as compared with the expense of making a railway in Belgium?—No; I know, by common report, that they are made much cheaper abroad; but I have not gone at all into the question.

1261. And you are not aware of the different course pursued by the Government of England and the Government of Belgium?—Only from common report.

1262. Mr. *Freshfield.*] Did I understand you to say, that the actual cost of your land exceeded your estimate by about 90,000 *l.*?—No; they estimated the land at about 90,000 *l.*, and it has cost 260,000 *l.*; it has been nearly three times as much.

1263. If any scientific board had been of opinion that your estimate was right, that you ought to have paid only 90,000 *l.*, that would not have enabled you to pay less than you did pay?—No; I do not see any use in such a board.

1264. A reference to a public board to reduce the estimate would not have assisted you in that case?—No, unless that public board had the power of fixing the value.

1265. Lord *Granville Somerset.*] Would not such a public board have been a very

very advantageous means of screwing down landowners to your own prices?—I do not want to put it in those words; but I do think this, that one of the most annoying matters in the construction of a railway, is the dealing for the land, both to the line and the price to be paid for it, and is very prejudical to the interests of the public.

1266. But you have so great an objection to taking the opinion of a jury, that you have abstained from having recourse to juries on almost every occasion?—We did not find that it was beneficial; the expense of a jury is very great; 500*l.* is a very moderate sum to expend in going to a jury.

1267. Is there not a provision in your Act that the party whom the verdict of the jury decides to be in the wrong, shall pay a certain portion of the expenses of going to a jury, viz. what are called the costs?—It formerly stood thus, that if the verdict was less than the railway company had offered, the vendor of the land should pay the costs; but then they were taxed costs. Then we went a step further, and where they gave the sum and no more than the sum which the railway company had offered, the costs were to be divided; and where the jury gave more than the company had offered, then the railway company were to pay the costs. But in our amended Bill that was altered by a clause which Lord Shaftesbury caused to be inserted; and now it is thus, that even where a jury gives less than we have offered, we are obliged to pay half; and where a jury gives what we have offered, we are obliged to pay all. Now, of the three cases in which we have gone to a jury, in one case the jury got at the fact somehow or other that we had offered 1,000 guineas, or something of that sort, and they gave the 1,040 *l.*, but for what reason I cannot tell.

1268. But do you think that, in a question of value, a royal commission would be more likely to do justice between you and the proprietor than a jury; that they would be better able to estimate the positive inconvenience that a gentleman living in the country might sustain by your railroad going through his park?—I do not know what a royal commission would do; but I am quite dissatisfied with things as they at present stand.

1269. So far as the land goes?—Yes.

1270. But with regard to the estimates, you do not think that they would form a sounder judgment than the engineers?—No, I do not think they would form a sounder judgment than the Committees of both Houses of Parliament.

1271. Is it possible to form an estimate of the expense till the working drawings are prepared, by going upon the land, and all the different items are taken into account?—No, I should think not.

1272. Do you conceive that a royal commission would be able to obtain all that minute information with regard to the properties of the different parties before the company have taken possession of them?—I have always looked upon it as a question of evidence to be produced before the tribunal, whatever it might be; and I have never thought of a travelling commission or a travelling Committee of the House.

1273. Do you conceive that any tribunal, whether military or civil, could form an accurate judgment upon the expense of constructing bridges and railroads unless from a personal inspection of the ground?—I think it must be upon evidence that that judgment must be formed, let the tribunal be what it might.

1274. Could they get more positive information than you now obtain, unless by going upon persons' properties and making borings?—They cannot get more information; whether they would have the capacity of appreciating the information they got better, I do not know; that must depend upon the tribunal.

1275. Is there not generally a great collision of opinion before Committees of the Houses of Parliament?—There is a collision of interest.

1276. Does not collision of interest tend generally to produce very serious results?—Very.

1277. Were you concerned in the promotion of the Liverpool and Manchester Railroad Bill when it was first proposed to Parliament?—No.

1278. Do you remember the evidence that was given on that occasion?—Yes.

1279. Was there or not very great stress laid by the opponents of the Bill upon the exceeding difficulty of passing through the district called Chat Moss?—Yes.

1280. Was it not stated to be almost an insuperable difficulty in the formation of the railroad?—Yes.

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1281. Great stress was laid upon that by the opponents of the measure, and a successful stress in the first instance?—The Bill was defeated the first year.

1282. Have you been concerned in any railroad across Chat Moss?—I was.

1283. Was not all the difficulty anticipated on that occasion found to be ideal?—Yes; the opinions on both sides might have been, for anything I know, very honest opinions; but it was evident that the engineer of the proposed railroad had very different notions as to how he should proceed to carry the line across from those entertained by the engineer who was examined on the opposite, and who stated its comparative impracticability. Had the engineer for the line acted in the way which the engineer opposed to him said he must act, in all probability he would have found the difficulty as great as was stated; but he had a different mode of doing it; he always entertained a different notion of how he should treat the subject, and his own opinion has borne him out.

1284. With regard to a point like that, and many others, has not the experience of the last 10 years very much advanced the general knowledge and general science?—Very much.

1285. Are not improvements constantly arising from practical experience, with regard to difficulties which were at one time thought to be insurmountable?—There is an increased knowledge on all points connected with the construction of railroads, and that which formed a difficulty at one time is not now considered as one.

1286. In the formation of skew bridges, has not experience placed your information upon larger and more scientific principles in the last 10 years?—No doubt of it.

1287. Then must not a royal commission be liable not to be so cognizant of all those improvements as those various engineers, who are rivals of each other?—That is precisely my view of it; I do not see how you can form a body of individuals, men of station, who should have scientific and practical knowledge, forming a very much better tribunal than that which we now have. This is a matter of opinion, and my opinion may not be worth much.

1288. Mr. *Loch.*] Have you any regulations to limit the liability of the company, as to the carriage of horses or gentlemen's carriages, to make good in the case of damage?—No, we have not.

1289. You are perhaps aware that upon the London and Birmingham Railway, before they would take a carriage, and now before they will take horses, the person to whom the carriage belonged, or to whom the horses belong, is to sign a paper, in which it is stated that they will not hold the company liable to any damage which may arise under any circumstances, either to the carriage or the horses?—I did not know that that rule extended to the carriage; I knew that it extended to horses.

1290. Have you any such regulation on your line?—No.

1291. Mr. *H. Baring.*] You carry horses?—Yes.

1292. And there is no necessity for a party to sign a paper to that effect on your railroad?—No.

1293. Have you had any accident to the carriages or the horses?—No.

1294. Mr. *Loch.*] Then you have had nothing to pay, of course?—No.

1295. Do the fares that you exact from the passengers amount nearly to the maximum that you are entitled to take by the Act of Parliament?—No, nothing like it.

1296. Can you state what you are entitled to take?—I do not know whether our Act is peculiar; we have a maximum toll, but we have no limit to the amount we can charge as carriers.

1297. You are not bound to furnish locomotive power for any particular sum?—No.

1298. How many classes have you?—Two.

1299. What do you charge for your first-class passengers?—The first-class passengers pay a fraction under 3 *d.* a mile.

1300. And your second class?—A fraction under 2 *d.*

1301. Do you exact the same fares now that you have had from the commencement, or have you made any alteration?—In some of the places nearer London we have reduced the fares.

1302. What effect has that had upon the number of passengers?—I hardly think we have had sufficient time, particularly with regard to the season of the year, to see what effect that has had; we reduced the fares some time in the winter, and it is notorious that persons within a certain radius of London travel more in the

the summer. What effect it will have this summer I hardly know; for instance, I will take the case of the station on Ditton Marsh, 13 miles from London, that is the nearest station to Hampton Court, we used to charge 2 *s.* for the second class passengers and 3*s.* for the first, and we have reduced it to 1 *s.* 6 *d.* and 2 *s.* 6 *d.*, carrying passengers 13 miles for 1 *s.* 6 *d.*

1303. But your experience does not enable you to speak to the effect that reduction will have upon the number carried?—No, owing to the season of the year.

1304. Mr. *H. Baring.*] How long has the railroad been open?—About 11 months.

1305. Mr. *Loch.*] What was the reason which induced you to alter the fares?—The belief that the alteration would produce greater revenues.

1306. Was there any complaint on the part of the public that they were too high?—No.

1307. You thought it better for your own interest to reduce them?—Yes; I think that that same motive will always operate upon the directors of a railroad.

1308. Have you put an end to many coaches on the line between London and Portsmouth, as far as you have gone?—We carry four or five of them; I do not know whether any others are given up; there are some that adhere to the turnpike road.

1309. Mr. *S. Lefevre.*] How many coaches do you carry?—Something more than 20 a day each way.

1310. Lord *G. Somerset.*] Did you ascertain, when you made that reduction, that persons, after having used your railroad, were induced to go by the coaches instead, because they found them fully as cheap and as quick for the short distances?—No.

1311. That did not enter into your calculation when you reduced the fares?—No; if there was any particular thing operating upon us, it was that we found that there was a lingering existence of coaches, which we were anxious to get rid of.

1312. Supposing the lingering existence is put an end to, it is just possible that it may be expedient for you to raise those fares again?—No, I do not think it would be.

1313. Take the long distances; presuming you to finish your railroad between London and Southampton, and that then the lingering existence of coaches will be put an end to, what means have the public of resisting any charges that you may choose to put upon the railroad?—The public would be put in an awkward predicament if that were so; but there is the strongest reason for believing that that state of things will never arise, and the reason is this: it is quite certain, that within certain limits the expense of a train is in proportion to the distance it travels; I give it as rather an off-hand opinion; but I should hardly think it made 5 *s.* difference to us in the expense of taking a train, whether we take 50 or whether we take 100 passengers, to Hartley Row, for instance, 38 miles. Now, if that be so, it is evidently our interest to fix our fares so as to accommodate the greatest number, and to take the greatest number; and that we should fail in doing if we were to charge a large price. We have every motive, therefore, for inducing the greatest possible number to travel, and that can be only done by bringing the price of travelling within their means.

1314. You think that your interests will be so much affected by a large number of persons not travelling, that you would be always obliged to keep your fares very low?—That sort of obligation that every man feels he has to his own interest would protect the public.

1315. You may charge, so far as your Act is concerned, whatever you please for the locomotive power?—I think our Act of Parliament says such reasonable sum as the directors may decide.

1316. But the directors are to decide what is reasonable?—Yes.

1317. In most railway Acts, with regard to large companies, there is a provision limiting the sum to a certain amount, is there not?—Yes, I believe there is.

1318. Other persons may travel upon the railroad besides yourselves?—Yes.

1319. But, practically speaking, there is no means of their doing so. Would they not be put into a difficulty as to water and station, and all those things which you have provided for yourselves, and which they cannot provide for themselves?—The difficulties are quite enough to prevent them.

1320. Do not you go further and say, that for the safety of the passengers, and of the general travelling, it would be inexpedient that any other party than yourselves

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selves should run engines upon the railway?—Yes, I think it would be very inexpedient to have certain trains running at the will of one party, and other trains running at the will of another party; it would be productive, I think, of great inconvenience, and great want of safety.

1321. Have you had any difficulty with regard to the carriage of goods?—We have taken goods to a very limited extent; it is not a country for very many goods.

1322. When you use the term limited extent, do you mean limited by the demand of persons wishing to have goods sent, or limited by your own wishes?—We have taken all that has been offered to us from anybody and everybody.

1323. In case of a large quantity being brought, in what way do you propose to remedy anything like monopoly or advantage to one party over another?—That is a case we never contemplate will arise, and therefore do not propose a remedy for it.

1324. You do not think the case will arise of your being willing to take so many goods as to make it of importance that you should regulate it?—I mean that I do not think the case will arise of our being asked to take more goods than we should be willing to take, and we shall not care whether they come from Mr. A. or Mr. B.

1325. What liability do you consider yourself subject to in reference to goods taken as to damage done; do you consider yourselves liable in the same manner as other public carriers?—I should think we are.

1326. What superintendence have you on your line; is there any one individual under whom it is placed as a general superintendent, or is it divided amongst the superintendents of the different stations?—There is a clerk at every station, who is responsible for the business done at that station, and the passengers going to it or coming from it.

1327. With regard to the persons actually employed by you in superintending the locomotive power, and the general management of the conveyance of passengers and goods, is that divided among different parties, or is there any one individual who is the superior of all the others employed?—I am myself at the head of all the departments. We have a gentleman to whom is confided the care of the locomotive engines, and another who has the care of the details of the traffic.

1328. Have you any regulations for the examination of your engines before they take each trip?—None.

1329. There is no inspection necessary?—I think inspection is necessary, and inspection is had; but we hold that the gentleman in charge of our locomotive engines is responsible, upon that responsibility which his reputation gives, that each engine goes out in a proper condition.

1330. There is no regulation laid down that every engine before it starts shall have been inspected in order to ascertain that it is in perfect condition?—No, no printed regulation on that subject.

1331. Nothing beyond the general understanding that they shall be in good order?—They are daily used, and if it was found that there was any inefficiency in our engine department, we should soon remedy it; but we keep our time very well, and we have had the good fortune, or good management, to steer clear of accidents, and perhaps had as few disasters or damage as we could expect.

1332. What sort of fencing have you upon your line?—Post and rail for the present, and quicks are planted, except in very sterile lands, and there they are furze.

1333. Does not part of your railroad, previous to your arrival at Hartley Row, go through a very long tract of open land?—Yes.

1334. What sort of fence have you there?—Post and rail and furze.

1335. Is not your fence there on embankment for a certain distance?—There is a considerable bank, with furze growing at the top of it.

1336. What is the height of that bank?—I do not know; I did not take the dimensions.

1337. Is there any ditch on the outside of the bank, so as to prevent cattle clambering up the bank and getting upon the railway?—Yes.

1338. Do you mean to say that cattle turned out there could not climb over?—I have not inspected it; I should be very much disappointed if I found it were so.

1339. Your railroad passes upon the level of several rights of way there, does not?—Not several, I think.

1340. How many?—I believe there are only two or three instances on the whole line; I do not recollect that in that district there is more than one, that is near

near Farnborough; there was one near Lord Calthorpe's, but a bridge has been turned over the road there.

1341. Are there not gates put up across the railroad in some parts of that district?—Yes.

1342. Has it ever happened for those gates to be shut and the engine to go through and burst them open?—Yes.

1343. In many instances?—No, I have heard of only one, I think.

1344. Do you think those gates are any protection to the public?—None at all.

1345. Would it not be advantageous that they should be taken away?—I think not; for this reason, that the gates should be so constructed that when the engines are likely to pass, they should fall back and form a fence to the railway; and if I had influence enough I would recommend that in all future Acts of Parliament it should not be stipulated that the gates should be across the railway, but across the highway; it is quite ridiculous to talk of a gate across a railway.

1346. Would it not be desirable to let the public know by your bye-law when such a rule as that was made?—We do it in those places every time an engine is likely to pass.

1347. Is that the business of your police?—Yes.

1348. But you think there has been one, if not more, cases of a railway-engine going through a gate?—Yes, I happen to know several, though not on the Southampton line.

1349. Sir *H. Verney.*] Are not the gates so constructed that when they are not stretched across the railway, they do in fact fence off the road?—Yes.

1350. So that they do form a fence?—Yes; but then the Act of Parliament is against that.

1351. Mr. *Loch.*] You are now applying to Parliament for power to extend your railway to Gosport?—Yes.

1352. What additional capital do you propose to raise under the Bill that is now before the House?—£. 300,000. in shares.

1353. What extent of money do you propose to borrow?—£. 100,000.

1354. That will make your capital 1,700,000 *l.*, and your power of borrowing 560,000 *l.*?—Yes.

1355. Mr. *Shaw Lefevre.*] How much of that 300,000 *l.* is subscribed for?—The whole of it.

1356. Mr. *Loch.*] Do you take any power to convert the money that is to be borrowed on loan into capital?—No.

1357. Mr. *C. S. Lefevre.*] Your railroad to Southampton is nearly completed, is it not?—Yes.

1358. Do you expect that it will be opened by May 1840?—Yes.

1359. It is therefore quite possible to calculate all the expenses up from this time to the opening of the railroad?—Yes.

1360. And you have no doubt whatever that you will be able to complete the road within the time that you have named to the Committee?—None at all.

1361. Mr. *Freshfield.*] Have you books at the different station-houses in which the public can enter complaints?—No.

1362. None at your principal station?—No.

1363. *Chairman.*] Would you sooner have your Bill delayed till this Committee closed its inquiry, or allow this clause to be inserted in it (*the clause was handed to the Witness*)?—I think if this clause were meant to preclude us from being heard against any clauses which might be proposed, we had better wait for the certainty than take the chance of what might be inflicted upon us; but it is a very great inconvenience in our particular case, the waiting; we have an object in view; we have the money to accomplish that object, and the means of every sort, and we are very anxious to get on with the work.

1364. Mr. *Freshfield.*] You are to understand that the regulation would be general; applied to all railroad companies?—Yes; but if submitting to the insertion of this clause would prevent us from being heard against any proposed legislation upon the matter, I think we should be rather making a blind bargain.

1365. Mr. *Loch.*] In what way would you wish to be heard?—Before a Committee of the House, if the House would constitute themselves in that way, or whatever tribunal the House might think proper to appoint.

1366. Then upon the whole you would rather prefer that your Bill was stopped for the session?—No, not for the session; that is a matter we do not contemplate; we feel that we have an honest purpose, and that we ought not be delayed.

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1367. That has been submitted and agreed to by some of the other leading railways?—I dare say that there is more wisdom in those companies than I possess; I merely give my individual opinion; the delaying us for a session is a very appalling thing; the Portsmouth trade forms a very considerable item in our estimate of the revenue; but the Portsmouth trade quits us at 23 or 31 miles from London, and by the aid of that Bill we shall take it the whole length of the railway. Now, to defer that for a year, is to ask us to give up a large sum of money which we think we ought to earn; and, also, withholding from the public the accommodation which they ought to possess.

1368. Mr. *H. Baring.*] Where does your branch begin?—At Bishopstoke.

1369. Mr. *S. Lefevre.*] Then you would rather take that clause with the understanding that the Bill should go on in the present session, than allow it to stand over to the next session to wait for any other clauses which the House would introduce?—Yes.

1370. Would you have any objection to furnish a return similar to that (*a return was handed to the Witness*)?—Not at all.

1371. Sir *H. Verney.*] Will you at the same time give the average of the first class trains, and the average of the second class trains?—Certainly.

1372. *Chairman.*] You say that you convey the mails; have you any arrangement with the Post-office?—We have, but it is a very imperfect one. We said that we would take the mails for anything, we did not care for what we took them for, if it was only to give us a little experience in the matter; a very small sum was named.

1373. What is the sum named?—We take the three mails up and down for, I think, 6*l.* a day. It costs us a great deal more than that, because we get no passengers at that time in the morning.

1374. Lord *G. Somerset.*] When you complete your whole distance the time will not be so objectionable, will it?—The arrival of the mails in London, on our line, involves a very inconvenient hour for departure. Trains upon railroads that will occupy something near 12 hours in the journey, will be able to take mails at a much less price.

1375. You now get some passengers?—Yes, the mail-passengers we get; but we do not get any other passengers.

1376. And hereafter you contemplate leaving Southampton at 12 o'clock at night?—Much later than that; we shall perform the journey in three hours and a half, certainly.

1377. Sir *H. Verney.*] How many miles?—Seventy-six miles.

APPENDIX.

— Appendix, No. 1. —

A RETURN of all MONIES to be raised under the Sanction of the Acts whereby Railroad Companies have been incorporated, between the 1st day of January 1826 and the 1st day of January 1839; distinguishing the Sums to be raised as Principal from the Sums to be raised by Loan or Mortgage; and stating the several Acts under which the said several Sums are to be raised.

NAME OF COMPANY.	ACT.	ROYAL ASSENT.	CAPITAL IN JOINT STOCK.	BY LOAN.	TOTAL.
			£.	£.	£.
Arbroath and Forfar - - -	6 Will. 4, c. 34, s. 6. 78	19 May 1836	70,000	35,000	105,000
Avon and Gloucestershire - -	9 Geo. 4, c. 94, s. 40. 45	19 June 1828	21,000	10,000	31,000
	1 & 2 Will. 4, c. 12, s. 8	30 July 1831	- - -	15,000	15,000
			21,000	25,000	46,000
Aylesbury - - - - -	6 Will. 4, c. 37, s. 3. 172	19 May 1836	50,000	16,000	66,000
Ballochney - - - -	7 Geo. 4, c. 48, s. 27. 32	5 May 1826	18,431	10,000	28,431
	5 & 6 Will. 4, c. 97, s. 1	21 Aug. 1835	- - -	10,000	10,000
			18,431	20,000	38,431
Belfast and Cavehill - - -	2 Will. 4, c. 35, s. 54. 63	9 April 1832	7,500	2,500	10,000
	5 & 6 W. 4, c. 112, s. 24. 27	9 Sept. 1835	26,000	2,700	28,700
			33,500	5,200	38,700
Birmingham and Derby Junction -	6 Will. 4, c. 35, s. 3. 200	19 May 1836	630,000	200,000	830,000
Birmingham and Gloucester -	6 W. 4, c. 14, s. 108. 131	22 April 1836	950,000	316,666	1,266,666
Birmingham, Bristol, and Thames Junction.	6 Will. 4, c. 79, s. 3. 139	21 June 1836	150,000	50,000	200,000
Bishop Auckland and Weardale -	1 Vic. c. 122, s. 54. 80 -	15 July 1837	72,000	24,000	96,000
Blaydon, Gateshead, and Hebburn	4 Will. 4, c. 26, s. 53. 61	22 May 1834	60,000	20,000	80,000
Bodmin and Wadebridge - -	2 Will. 4, c. 47, s. 62. 69	23 May 1832	22,500	8,000	30,500
	5 & 6 Will. 4, c. 93, s. 2	30 July 1835	- - -	5,000	5,000
			22,500	13,000	35,500
Bolton and Leigh - - -	9 Geo. 4, c. 8, s. 2 -	26 Mar. 1828	25,000 (additional.)	- - -	25,000
	1 & 2 Will. 4, c. 11, s. 24	30 July 1831	16,500 (additional.)	25,000	41,500
	6 Will. 4, c. 52, s. 8 -	20 May 1836	- - -	60,000	60,000
			41,500	85,000	126,500
Bolton and Preston - - -	1 Vic. c. 121, s. 136. 160	15 July 1837	380,000	126,500	506,500
Brandling Junction - - -	6 Will. 4, c. 57, s. 5. 119	7 June 1836	110,000	36,000	146,000
	1 Vic. c. 22, s. 1 - -	11 June 1838	190,000	- - -	190,000
			300,000	36,000	336,000
Bridgend - - - - -	9 Geo. 4, c. 92, s. 39. 44	19 June 1828	6,000	4,000	10,000
Bristol and Exeter - - -	6 Will. 4, c. 36, s. 3, 247	19 May 1836	1,500,000	500,000	2,000,000

(continued)

Name of Company.	Act.	Royal Assent.	Capital in Joint Stock.	By Loan.	Total.
			£.	£.	£.
Bristol and Gloucestershire - -	9 Geo. 4, c. 93, s. 46. 58	19 June 1828	45,000	12,000	57,000
	4 Will. 4, c. 2, s. 2 -	26 May 1834	20,000	- - -	20,000
			65,000	12,000	77,000
Canterbury and Whitstable - -	8 Geo. 4, c. 11, s. 15 -	2 April 1827	19,000 (additional.)	- - -	19,000
	9 Geo. 4, c. 29, s. 3 -	9 May 1828	21,000 (additional.)	- - -	21,000
	5 & 6 Will. 4, c. 82, s. 29	21 July 1835	- - -	40,000	40,000
			40,000	40,000	80,000
Carmarthenshire - - -	4 Will. 4, c. 70, s. 2 -	27 June 1834	12,000 (additional.)	6,000	18,000
Cheltenham and Great Western Union.	6 Will. 4, c. 77, s. 3. 153	21 June 1836	750,000	250,000	1,000,000
Chester and Birkenhead - -	1 Vic. c. 107, s. 96. 118	12 July 1837	250,000	80,333	330,333
Chester and Crewe - - -	1 Vic. c. 63, s. 101. 123	30 June 1837	250,000	83,333	333,333
Clarence - - - - - -	9 Geo. 4, c. 61, s. 34. 38	23 May 1828	100,000	60,000	160,000
	10 Geo. 4, c. 106, s. 17	1 June 1829	100,000	- - -	100,000
	2 Will. 4, c. 25, s. 2 -	3 April 1832	100,000	- - -	100,000
	3 Will. 4, c. 4, s. 10 -	29 Mar. 1833	60,000	- - -	60,000
	3 Will. 4, c. 95, s. 8 -	18 June 1833	20,000	- - -	20,000
	1 Vic. c. 103, s. 2 -	12 July 1837	60,000	- - -	60,000
			440,000	60,000	500,000
Coleorton - - - - -	3 Will. 4, c. 71, s. 4. 14	10 June 1833	25,000	6,000	31,000
Commercial - - - -	6 & 7 W. 4, c. 123, s. 3. 209	28 July 1836	600,000	200,000	800,000
Cork and Passage - - -	1 Vic. c. 108, s. 86. 107	12 July 1837	200,000	66,000	266,000
Deptford Pier Junction - -	6 Will. 4, c. 63, s. 4. 119	21 June 1836	60,000	20,000	80,000
Dublin and Drogheda - -	6 & 7 Will. 4, c. 132, s. 3. 201	13 Aug. 1836	600,000	200,000	800,000
Dublin and Kingstown - -	1 & 2 Will. 4, c. 69, s. 66. 75	6 Sept. 1831	200,000	70,000	270,000
Duffryn Llynvie and Porthcawl -	10 Geo. 4, c. 38 - -	14 May 1829	- - -	12,000 (additional.)	12,000
Dulais - - - - - -	7 Geo. 4, c. 102, s. 45. 80	26 May 1826	10,000	4,000	14,000
Dundalk Western - - -	1 Vic. c. 96, s. 70 -	3 July 1837	100,000	- - -	100,000
Dundee and Arbroath - -	6 Will. 4, c. 32, s. 50. 58	19 May 1836	100,000	40,000	140,000
Dundee and Newtyle - - -	7 Geo. 4, c. 101, s. 31. 36	26 May 1826	30,000	10,000	40,000
	11 Geo. 4, c. 60, s. 2. 5	29 May 1830	10,000	20,000	30,000
	6 & 7 Will. 4, c. 102, s. 2	4 July 1836	100,000	- - -	100,000
			140,000	30,000	170,000
Durham and Sunderland - -	4 & 5 Will. 4, c. 96, s. 15	13 Aug. 1834	102,000	- - -	102,000
	1 Vic. c. 67, s. 40, 41 -	30 June 1837	90,000	64,000	154,000
			192,000	64,000	256,000
Durham Junction - - -	4 Will. 4, c. 57, s. 59. 67	16 June 1834	80,000	34,000	114,000
	1 Vic. c. 97, s. 9 - -	3 July 1837	12,000	4,000	16,000
			92,000	38,000	130,000
Eastern Counties - - -	6 & 7 Will. 4, c. 106, s. 3. 246	4 July 1836	1,600,000	533,333	2,133,333
Edinburgh and Dalkeith - -	7 Geo. 4, c. 98, s. 54 -	26 May 1826	70,125	- - -	70,125
	4 & 5 Will. 4, c. 71, s. 9	27 June 1834	8,053	- - -	8,053
	10 Geo. 4, c. 122, s. 3 -	4 June 1829	54,875	- - -	54,875
			133,053	- - -	133,053
Edinburgh and Glasgow - -	1 & 2 Vic. c. 58, s. 121. 143	4 July 1838	900,000	300,000	1,200,000
Edinburgh, Leith, and Newhaven	6 & 7 Will. 4, c. 131, s. 44. 73	13 Aug. 1836	100,000	40,000	140,000
Exeter and Crediton - -	2 Will. 4, c. 93, s. 55. 64	23 June 1832	35,000	12,000	47,000

Name of Company.	Act.	Royal Assent.	Capital in Joint Stock.	By Loan.	Total.
			£.	£.	£.
Festiniog	2 Will. 4, c. 48. s. 51. 58	23 May 1832	24,185	10,000	34,185
	1 & 2 Vic. c. 80, s. 2	27 July 1838	12,000	- - -	12,000
			36,185	10,000	46,185
Forest of Dean	7 Geo. 4, c. 47, s. 24	5 May 1826	125,000	- - -	125,000
Garnkirk and Glasgow	7 Geo. 4, c. 103, s. 27	26 May 1826	28,497	- - -	28,497
	8 Geo. 4, c. 88, s. 8	14 June 1827	9,350	- - -	9,350
	11 Geo. 4, c. 125, s. 2	7 June 1830	- - -	21,150	21,150
	1 & 2 Vic. c. 60, s. 1	4 July 1838	89,198	- - -	89,198
			127,045	21,150	148,195
Glasgow, Paisley, and Greenock	1 Vic. c. 116, s. 104. 128	15 July 1837	400,000	133,333	533,333
Glasgow, Paisley, Kilmarnock, and Ayr.	1 Vic. c. 117, s. 104. 126	15 July 1837	625,000	208,300	833,300
Grand Junction	3 Will. 4, c. 34, s. 106. 113	6 May 1833	1,040,000	346,000	1,386,000
	4 Will. 4, c. 55, s. 27	16 June 1834	- - -	520,000	520,000
			1,040,000	866,000	1,906,000
Great Leinster and Munster	1 Vic. c. 104, s. 79. 100	12 July 1837	800,000	265,000	1,065,000
Great North of England	6 & 7 Will. 4, c. 105, s. 3. 198	4 July 1836	1,000,000	150,000	1,150,000
Great North of England and Clarence and Hartlepool Junction	1 Vic. c. 95, s. 51. 72	3 July 1837	52,500	17,500	70,000
Great Western	5 & 6 Will. 4, c. 107, s. 3. 237	31 Aug. 1835	2,500,000	833,333	3,333,333
Hayle	4 Will. 4, c. 68, s. 50. 60	27 June 1834	64,000	16,000	80,000
Heckbridge and Wentbridge	7 Geo. 4, c. 46, s. 57. 66	5 May 1826	11,300	2,800	14,100
	8 Geo. 4, c. 20, s. 6	12 Apr. 1827	7,600	- - -	7,600
			18,900	2,800	21,700
Hereford	7 Geo. 4, c. 100, s. 39. 44	26 May 1826	23,000	12,000	35,000
Hull and Selby	6 Will. 4, c. 80, s. 3. 199	21 June 1836	400,000	133,333	533,333
Kenyon and Leigh	10 Geo. 4, c. 36, s. 57. 65	14 May 1829	25,000	6,250	31,250
Kilmarnock and Troon	1 Vic. c. 105, s. 2	12 July 1837	40,000 (additional.)	- - -	40,000
Lancaster and Preston	7 Will. 4, c. 22, s. 102. 124	5 May 1837	250,000	83,000	333,000
Leeds and Selby	11 Geo. 4, c. 59, s. 59. 69	29 May 1830	210,000	90,000	300,000
	5 Will. 4, c. 57, s. 16	3 July 1835	- - -	40,000	40,000
			210,000	130,000	340,000
Leicester and Swannington	11 Geo. 4, c. 58, s. 4. 14	29 May 1830	90,000	20,000	110,000
	3 Will. 4, c. 69, s. 24. 26	10 June 1833	10,000	15,000	25,000
	1 Vic. c. 66, s. 2	30 June 1837	40,000	- - -	40,000
			140,000	35,000	175,000
Limerick and Waterford	7 Geo. 4, c. 139, s. 49. 57	31 May 1826	350,000	250,000	600,000
Llanelly Railway and Dock	7 Geo. 4, c. 91, s. 3. 5	19 June 1828	14,000	6,000	20,000
	5 & 6 Will. 4, c. 96, s. 67	21 Aug. 1835	200,000	50,000	250,000
			214,000	56,000	270,000
Liverpool and Manchester	7 Geo. 4, c. 49, s. 75. 85	5 May 1826	510,000	127,500	637,500
	8 Geo. 4, c. 21, s. 3	12 Apr. 1827	- - -	100,000	100,000
	10 Geo. 4, c. 35, s. 28	14 May 1829	127,500	- - -	127,500
	2 Will. 4, c. 46, s. 20	23 May 1832	- - -	200,000	200,000
	7 Will. 4, c. 27, s. 2	5 May 1837	- - -	400,000	400,000
			637,500	827,500	1,465,000

(continued)

Name of Company.	Act.	Royal Assent.	Capital in Joint Stock.	By Loan.	Total.
			£.		
London and Birmingham - -	3 Will. 4, c. 36, s. 3. 237	6 May 1833	2,500,000	835,000	3,335,000
	5 Will. 4, c. 56, s. 115 -	3 July 1835	- - -	165,000	165,000
	1 Vic. c. 64, s. 2 -	30 June 1837	- - -	1,000,000	1,000,000
			2,500,000	2,000,000	4,500,000
London and Brighton - - -	1 Vic. c. 119, s. 136. 160	15 July 1837	1,800,000	600,000	2,400,000
London and Croydon - - -	5 Will. 4, c. 10, s. 3. 190	12 June 1835	140,000	45,000	185,000
	6 & 7 Will. 4, c. 121, s. 6	14 July 1836	100,000	- - -	100,000
	1 Vic. c. 20, s. 34, 35 -	11 June 1838	160,000	130,000	290,000
			400,000	175,000	575,000
London and Greenwich - -	3 Will. 4, c. 46, s. 93. 99	17 May 1833	400,000	133,333	533,333
	7 Will. 4, c. 50, s. 2, 3 -	8 June 1837	150,000	50,000	200,000
			550,000	183,333	733,333
London and Southampton - -	4 & 5 W. 4, c. 88, s. 3. 141	25 July 1834	1,000,000	330,000	1,330,000
	1 Vic. c. 71, s. 67. 74 -	30 June 1837	400,000	130,000	530,000
			1,400,000	460,000	1,860,000
London Grand Junction - -	6 & 7 W. 4, c. 104, s. 3. 228	4 July 1836	600,000	200,000	800,000
Manchester and Birmingham -	1 Vic. c. 69, s. 164. 189	30 June 1837	2,100,000	700,000	2,800,000
Manchester and Leeds - -	6 & 7 W. 4, c. 111, s. 170. 191	4 July 1836	1,300,000	433,000	1,733,000
Manchester and Oldham - -	7 Geo. 4, c. 99, s. 46. 55	26 May 1826	75,000	20,000	95,000
Manchester, Bolton, and Bury -	1 & 2 W. 4, c. 60, s. 12	23 Aug. 1831	204,000	- - -	204,000
	2 Will. 4, c. 59, s. 31 -	1 June 1832	- - -	46,000	46,000
	5 Will. 4, c. 30, s. 6 -	17 June 1835	250,000	- - -	250,000
	1 Vic. c. 25, s. 2 - -	11 June 1838	- - -	150,000	150,000
			454,000	196,000	650,000
Maryport and Carlisle - -	1 Vic. c. 101, s. 89. 111	12 July 1837	180,000	60,000	240,000
Midland Counties - - -	6 Will. 4, c. 78, s. 3. 246	21 June 1836	1,000,000	333,000	1,333,000
Monkland and Kirkintilloch -	3 Will. 4, c. 114, s. 16 -	24 July 1833	20,000 (additional.)	- - -	20,000
Nantle - - - - - -	8 Geo. 4, c. 3, s. 2 -	21 Mar. 1827	- - -	20,000 (additional.)	20,000
Newcastle-upon-Tyne and Carlisle	10 Geo. 4, c. 72, s. 53. 61	22 May 1829	300,000	100,000	400,000
	2 Will. 4, c. 92. s. 3 -	23 June 1832	- - -	100,000	100,000
	5 Will. 4, c. 31. s. 6 -	17 June 1835	150,000	- - -	150,000
	1 Vic. c. 23, s. 2 - -	11 June 1838	- - -	100,000	100,000
			450,000	300,000	750,000
Newcastle-upon-Tyne and North Shields.	6 Will. 4, c. 76, s. 60. 68	21 June 1836	120,000	40,000	160,000
Newtyle and Coupar Angus -	5 & 6 W. 4, c. 84, s. 38. 43	21 July 1835	15,200	5,000	20,200
	1 & 2 Vic. c. 61, s. 2. -	4 July 1838	15,000	- - -	15,000
			30,200	5,000	35,200
Newtyle and Glammiss - -	5 & 6 W. 4 c. 92, s. 37. 42	30 July 1835	20,000	6,600	26,600
Northern and Eastern - - -	6 & 7 W. 4, c. 103, s. 3. 192	4 July 1836	1,200,000	400,000	1,600,000
North Midland - - - -	6 & 7 W. 4, c. 107, s. 3. 222	4 July 1836	1,500,000	500,000	2,000,000
Paisley and Renfrew - - -	5 & 6 W. 4, c. 85, s. 43. 71	21 July 1835	23,000	10,000	33,000
Polloc and Govan - - -	11 Geo. 4, c. 62, s. 29. 38	29 May 1830	10,000	5,000	15,000
	1 & 2 W. c. 58, s. 16, 17 -	23 Aug. 1831	36,000	15,000	51,000
			46,000	20,000	66,000
Preston and Longridge - -	6 & 7 W. 4. c. 122, s. 3. 128	14 July 1836	30,000	10,000	40,000
Preston and Wigan - - -	1 Will. 4, c. 56, s. 70. 78	22 April 1831	250,000	83,000	333,000

Name of Company.	Act.	Royal Assent.	Capital in Joint Stock.	By Loan.	Total.
			£.	£.	£.
Preston and Wyre	5 Will. 4, c. 58, s. 3. 119	3 July 1835	130,000	40,000	170,000
Rutherglen	1 & 2 W. 4, c. 35, s. 35-59	2 Aug. 1831	15,000	5,000	20,000
St. Helen's and Runcorn Gap	11 Geo. 4, c. 61, s. 67. 75	29 May 1830	120,000	30,000	150,000
	4 Will. 4, c. 3, s. 2	26 Mar. 1834	- - -	40,000	40,000
	1 Vic. c. 21, s. 2	11 June 1838	30,000	- - -	30,000
			150,000	70,000	220,000
Saundersfoot	10 G. 4, c. 108, s. 42. 48	1 June 1829	17,500	8,000	25,500
Sheffield and Manchester	1 & 2 W. 4, c. 59, s. 93. 101	23 Aug. 1831	530,000	176,000	706,000
Sheffield and Rotherham	6 & 7 W. 4, c. 109, s. 67. 75	4 July 1836	100,000	30,000	130,000
Sheffield, Ashton-under-Lyne, and Manchester.	7 W. 4, c. 21, s. 108. 130	5 May 1837	700,000	233,000	933,000
Slamannan	5 Will. 4, c. 55, s. 27. 32	3 July 1835	86,000	20,000	106,000
	1 Vic. c. 94, s. 14	3 July 1837	29,000	- - -	29,000
			115,000	20,000	135,000
South Eastern	6 Will. 4, c. 75, s. 3. 208	21 June 1836	1,400,000	450,000	1,850,000
Stockton and Darlington	9 Geo. 4, c. 60, s. 22	23 May 1828	100,000 (additional.)	- - -	100,000
Stratford and Moreton	3 Will. 4, c. 70, s. 14	10 June 1833	- - -	10,000	10,000
Taff Vale	6 Will. 4, c. 82, s. 3. 198	21 June 1836	300,000	100,000	400,000
Taw Vale (Railway and Dock)	1 & 2 Vic. c. 27, s. 63. 85	11 June 1838	15,000	5,000	20,000
Thames Haven	6 & 7 W. 4, c. 108, s. 3. 147	4 July 1836	450,000	150,000	600,000
Ulster	6 Will. 4, c. 33, s. 70. 77	19 May 1836	600,000	200,000	800,000
Warrington and Newton	10 Geo. 4, c. 37, s. 52. 62	14 May 1829	53,000	20,000	73,000
	11 Geo. 4, c. 57, s. 9	29 May 1830	- - -	20,000	20,000
			53,000	40,000	93,000
Whitby and Pickering	3 Will. 4, c. 35, s. 3. 167	6 May 1833	80,000	25,000	105,000
	7 Will. 4, c. 25, s. 2	5 May 1837	30,000	- - -	30,000
			110,000	25,000	135,000
Wigan Branch	11 Geo. 4, c. 56, s. 69. 77	29 May 1830	70,000	17,500	87,500
Wishaw and Coltness	10 Geo. 4, c. 107, s. 30. 35	1 June 1829	60,000	20,000	80,000
York and North Midland	6 Will. 4, c. 81, s. 3. 179	21 June 1836	370,000	123,333	* 493,333

* By 1 Vic. c. 68, the capital to be raised is limited to 335,000*l.*

Note.—Where the word "additional" occurs, the original Act passed previous to 1826.

	£.
Capital in Joint Stock	41,610,814
Power to raise by Loan	16,177,630
Total £.	57,788,444

Private Bill Office, House of Commons,
16 April 1839.

Edward Johnson.

Appendix, No. 2.

— Appendix, No. 2. —

Bye Laws imposing Penalties.

A RETURN of all Bye-Laws made under the authority of any Acts relating to Railroads, imposing Penalties upon any Persons other than those in the service of the said Company.

LIST OF RAILWAYS IN ENGLAND AND WALES.

Bolton and Leigh.
Bodmin and Wadebridge.
Birmingham, Manchester, and Liverpool (Grand Junction).
Birmingham and London.
Clarence (no Return).
Canterbury and Whitstable.
Durham and Sunderland.
Gascoyne's Private (no Return).
Great Western.
Hartleyburn and Brampton.
Hereford and Mountford Cap.
Liverpool and Manchester.
Leeds and Selby.
Leicester and Swannington.
London and Greenwich.
Manchester, Bolton, and Bury.
Newcastle-on-Tyne and Carlisle.
St. Helens and Runcorn Gap.
Stockton and Darlington.
Stratford and Moreton.
Stanhope and Tyne.
Southampton and London.
Sheffield and Rotherham.
Whitby and Pickering.
Wigan and Preston (North Union).

LIST OF RAILWAYS IN SCOTLAND.

Edinburgh and Dalkeith.
Edinburgh and Dalkeith (Leith Branch).
Garnkirk and Glasgow.
Ardrossan and Johnstone.
Kilmarnock and Troon.
Wishaw and Coltness.
Monkland and Kirkintilloch.
Ballochney.
Dundee and Newtyle.
Paisley and Renfrew.
Newtyle and Coupar Angus.
Dundee and Arbroath.
Dunfermline and Charlestown.

Stamps and Taxes, 8 March 1839.

(signed) *Charles Pressly*, Secretary.

Appendix, No. 2.

BODMIN AND WADEBRIDGE RAILWAY.

Sir, Bodmin 19 March 1839.

In compliance with your letter of the 13th instant, I enclose a copy of the bye-laws made under the Acts of Parliament incorporating and regulating the Bodmin and Wadebridge Railway Company. Bodmin and Wadebridge Railway.

I have, &c.

The Right Hon. the Secretary of State, Whitehall, London. (signed) *Preston Wallis.*

Rules and Regulations to be observed by all Persons using the *Bodmin and Wadebridge Railway*, on pain of forfeiting such a Sum, not exceeding 20 *l.* for each default, as any two Justices of the Peace for the County of Cornwall or Borough of Bodmin shall impose. Agreed to and confirmed at the General Half-yearly and Special General Meeting of the Proprietors of the said Railway, held on Thursday, the 5th of November 1835.

1. The traffic on the Railway to be carried on by means of locomotive steam-carriages, belonging to the Company; and no horses are to be used on any part of the Line, except in cases of repair, under the control of the superintendent.

2. No train of carriages is to ascend the Line at a greater rate than six miles an hour; nor to descend at a greater rate than eight miles an hour.

3. The clause in the Act of Parliament which declares that the Railway shall not be used as a passage for horses or cattle will be strictly enforced; and the penalties, after payment of expenses, will be given to the informers.

4. All carriages used for carriage of sand from the depôts are to be measured and registered by the officers of the Company, who are instructed to mark on the said carriages the number of sacks they are respectively capable of containing. No carriage is to be loaded until duly measured and marked as above, nor unless the marks at the time of loading are legible, and agree with the Company's register. The owner of the carriage will be charged according to the register, unless the wharfinger shall have reason to believe the quantity loaded exceeds the register, in which case he is authorized to measure the contents, and if any excess is discovered, the owner will be charged at the rate so found for every load taken since the audit immediately preceding.

5. In order to ensure a regular and fair supply of sand to all parties, at times when from casualties the supply at the depôts may be scanty, no purchaser will be permitted to take a second load of sand from any depôt, in one day, under the circumstances above mentioned, (of which the wharfinger is to give notice,) unless the first load has been actually deposited on the farm of such purchaser.

6. The sand accounts will be closed half-yearly, on the 25th of March and the 29th of September; and payment will be required within thirty days from those periods, at times and places of which public notice will be given.

7. All persons requiring goods to be loaded on the trains, at any spot between the regular depôts, are to pay the toll to which such goods would be subject at the nearest depôt which the train may have left on that trip. If such goods are required to be discharged at any intermediate place, the toll chargeable at the next depôt beyond is to be paid.

8. The toll for goods loaded at Wadebridge is to be paid to the superintendent there. Toll for goods loaded elsewhere to be paid on loading to the conductor or engineer in charge of the train.

9. No goods will be loaded or discharged from the train, unless the owners or consignees send a sufficient number of men, at their own expense, for that purpose; such owners or consignees are to be liable for all risks and accidents of loading and unloading. And no more than one hour will be allowed for discharging any load, at the end of which time the waggons with the goods remaining undischarged will be taken back to the place at which they were loaded, and the full tolls for the carriage both ways will be charged to the owner or consignee.

10. One person may accompany goods in charge thereof gratis, if the tolls on such goods amount to 3 *s.* or upwards.

11. Fares for conveyance of passengers to be paid to the conductor, on entering the carriage.

12. Bargemen employed by the Company to supply the wharfs at Wadebridge, are to take up their stations, and conform in all things to the directions of the superintendent. Bargemen regularly engaged to have the preference in accommodation before those casually employed.

13. No deviation to be allowed from these rules, on any pretence, except by written order from a board of directors.

Given under the common seal of the Company, this 5th day of November 1835.

Thomas Woollcombe, Clerk.

The preceding rules and regulations were produced at a petty sessions, held at Washaway, in and for the county of Cornwall, this 30th day of November 1835, and ratified and allowed by us.

C. Hodgson,
W. A. Yeo, } Justices of the Peace for the said County.

Appendix, No. 2.

BOLTON AND LEIGH AND KENYON AND LEIGH RAILWAYS.

Bolton and Leigh and Kenyon and Leigh Railways.

Sir, Bolton, 14 March 1839.

In reply to your letter of yesterday's date, I beg to enclose a copy of the bye-laws of the Bolton and Leigh Railway Company. A part of the bye-law No. 8. has become inapplicable, in consequence of an alteration in the time of the trains, but has not been formally rescinded.

I am, &c.

The Hon. Fox Maule, M.P. (signed) *Peter Sinclair*,
Treasurer of the Bolton and Leigh Railway Company.

Presuming that a similar circular may have been addressed to the Directors of the Kenyon and Leigh Junction Railway Company, of which Company I am also the treasurer, I beg to state that that Line is under lease to the Bolton and Leigh Railway Company and worked by them, and that no bye-laws have ever been made in relation thereto.

Bye-laws, Rules, and Regulations of the *Bolton and Leigh Railway*.

Penalty for non-observance, 5 *l.* for each Offence, besides consequential Damages.

1. No moving power shall be used or be upon the Railway, except locomotive steam-engines, unless with the special licence of the Railway Company from time to time.

2. Any person intending to use his own locomotive engine shall give ten days' notice in writing to the treasurer of the Company of such intention, with information that such engine may be inspected at some convenient place (to be named in the notice) within one mile of the Railway; whereupon the Company shall direct some person on their behalf to examine such engine, and such person shall prepare and sign a certificate, stating whether such engine is, or is not, in his opinion a safe and proper engine to be used or to be upon the Railway, under the authority of the Acts of Parliament relating to the Railway; in which certificate (a copy whereof shall be given to the owner of the engine on demand) the Company's agent shall state the reasons on which he shall have formed his opinion. And no person shall be allowed to use, or at any time to have, any engine upon the Railway without a certificate in writing from the engineer or some other officer for the time being of the Company authorizing the same; and every person using locomotive engines in conformity with these regulations shall provide a side line or convenient place (not on any of the Company's Lines) on which such engine shall be placed when not at work; and the slide bars, and eccentric lever bars, or other conveniences, for communicating with the Company's Line or Lines, shall be kept at all times carefully shut down, or back out of the way (except when in use as hereinafter mentioned).

3. Every engine, waggon, and carriage, being or working on the Railway, and every engineman, fireman, breaksman, waggoner, and other person belonging to, or attending the same, shall be under the direction and control of the Company and their treasurer and other officers and servants, as to the times of starting, the speed of travelling (save as herein expressly mentioned), and in all other respects.

4. All waggons and carriages of every description, used or working or being on the Railway, shall be constructed and maintained to the satisfaction of the Company's treasurer for the time being; and the loading of any waggon or carriage shall in no case overhang the rails on which the waggon or carriage is more than 18 inches on each side.

5. Whenever loaded waggons shall be taken down the lower inclined plane without being attached to a locomotive engine, there shall be a breaksman to every four of such waggons if loaded with coke, and if otherwise loaded, there shall be a breaksman to every three waggons; and there shall be an additional breaksman for every fractional part beyond four or three (as the case may be) complete.

6. Every engine, tender, waggon, and carriage, which, in the opinion of the Company's engineer or treasurer for the time being, shall be or have become unfit to be used, or to be on the Railway, shall (immediately upon notice in writing given by any one of the Company's officers to the owner, or any one of the several owners, or to any of their or his servants) be disused and removed off the Railway.

7. No person except the engineman and fireman shall be allowed to ride on any locomotive engine or tender upon or along the Railway, without the special licence of the Company, from time to time; and no person whomsoever (other than the breaksman) shall be allowed to ride or pass on any luggage waggon or coal waggon.

8. Upon that part of the Railway which lies between the Checkerbent and Daubhill stationary engines, no locomotive engine, waggon, or carriage shall travel or pass towards Bolton between the following times, namely,

From 10 minutes past 7 o'clock A.M. till 40 minutes past 7 A.M.
From 55 minutes past 11 o'clock A.M. till 25 minutes past 12 (noon).
From 25 minutes past 5 o'clock P.M. till 55 minutes past 5 P.M.

Except on Tuesday and Saturday evenings, when, instead of the time last mentioned, it will be from 55 minutes past 5 o'clock P.M. till 25 minutes past 6 P.M.

Upon

Upon the same part of the Railway, no engine, waggon, or carriage, shall travel or pass towards Leigh between the following times, namely,

From 9 o'clock A.M. till 45 minutes past 9 A.M.
From 45 minutes past 1 P.M. till 30 minutes past 2 P.M.
From 15 minutes past 7 P.M. till 8 o'clock P.M.

And no engine, waggon, or carriage shall travel or pass towards Bolton along that part of the Railway which lies between Bag-lane and the canal at Leigh between the following times, namely,

From half past 7 o'clock A.M. till 8 o'clock A.M.
From quarter past 12 o'clock at noon till 45 minutes past 12.
From three quarters past 5 o'clock, P.M. till quarter past 6 P.M.

Except on Tuesday and Saturday evenings, when, instead of the time last mentioned, it will be from quarter past 6 o'clock P.M. till 45 minutes past 6 P.M.

Nor travel or pass towards Kenyon (upon the same part of the Line) between the following times, namely,

From 45 minutes past 8'oclock A.M. till quarter past 9 A.M.
From half past 1 o'clock P.M. till 2 o'clock P.M.
From 7 o'clock P.M. till half past 7 P.M.

9. No engine, waggon, or carriage shall at any time be left, or be upon the Railway, when not in use.

10. No person shall be allowed to smoke tobacco in any first-class carriage, or in, at, or upon any of the stations, wharfs, or warehouses of the Company.

11. No waggon or other carriage shall, without the consent of the Company, be loaded or unloaded while remaining or being on the main line of Railway (except carriages for the conveyances of passengers, stopping to take up or set down passengers).

12. Every locomotive engine travelling or being on the Railway, after dark, shall carry a signal lamp or lamps in such manner as to be distinctly visible from both before and behind it (such lamps to show a white light when travelling towards Leigh, a red light when travelling towards Bolton, and a green light when standing still).

13. Every person constructing, occupying, owning, using, or having a communication with the Railway by means of an opening in the ledges or flanches of the Company's rails, shall have the slide bar, eccentric lever bar, or other usual conveniences, and shall keep the same carefully secured in such a manner as shall be satisfactory to the Company, their agents and officers; and every such person, and also every person using or employing or passing upon or along the main line of Railway with any engine, waggon, or carriage, under his own or his servants' control, shall be bound to see that the enginemen, firemen, breaksmen, and all other servants employed by him or them, conform to these several rules, and in default thereof, will be held personally responsible for all loss, damage, or harm that may arise from any such default.

And every person offending against any of these bye-laws, rules, or regulations, shall, for each offence, pay a penalty of 5 *l.* (besides which, he will be liable for consequential damages).

Notice.—The foregoing bye-laws, rules, and regulations, were made by the committee and passed under the common seal of the Bolton and Leigh Railway Company, this 7th day of October 1833.

C. W. Clay,
J. Swift, } Clerks of the Company.

CANTERBURY AND WHITSTABLE RAILWAY.

Bye-laws, Rules, Orders, and Regulations of the Company of Proprietors.

1. That every ship, vessel, or boat which shall enter the harbour, or in attempting to enter shall take ground at or near the entrance thereof, shall thenceforth and until her departure out of or from the harbour, or the entrance thereof, be under the direction and control of the harbour-master or his deputy for the time being, and shall be berthed and removed from place to place, and from time to time, as occasion or circumstances may require, to such situation or situations in the said harbour as the harbour-master, or his deputy for the time being, shall think proper; and in case any master or commander of any ship, vessel, or boat shall refuse or neglect so to berth or remove his ship, vessel, or boat when thereunto required by the harbour-master or his deputy, the owner or owners of such ship, vessel, or boat, or the master or commander thereof, shall forfeit and pay for every such offence the sum of 5 *l.* of lawful money of Great Britain.

2. That in case the master or commander of any ship, vessel, or boat lying in or anchoring at the entrance of the harbour, shall refuse or neglect, upon the order of the harbour-master, or his deputy for the time being, to take up the anchor or anchors of such ship, vessel, or boat, or to take in the flukes of any anchor or anchors upon the forecastle of such ship, vessel, or boat, or to slack the ropes or fasts, or to brace the yards of such ship, vessel, or boat, or shall in any way obstruct any other ship, vessel, or boat coming in, going out of, or lying in the harbour, the owner or owners of such ship, vessel, or boat, or the master or commander thereof, shall forfeit and pay for every every such offence the sum of 5 *l.*: and further,

Appendix, No. 2.

Canterbury and Whitstable Railway.

further, in case of such refusal or neglect, it shall be lawful for the harbour-master, or his deputy, or any person or persons authorized by them, or either of them, and in their or his presence, but not otherwise, to cut away and cast off all cables and ropes attached to such anchor or anchors, or which shall in anywise obstruct or hinder the entrance, new berthing, or departure of any ship, vessel, or boat into, in, or out of the harbour.

3. That every anchor which shall be let go in the harbour, or at or near the entrance thereof, shall be taken up immediately after the ship, vessel, or boat to which such anchor doth belong shall be moored, re-berthed, or shall have taken ground within the harbour, under the penalty of 5 *l.* for every neglect or default therein, to be paid by the owner or owners, or master or commander of every such ship, vessel, or boat.

4. That the master or commander of every ship, vessel, or boat belonging to or using the harbour, and having bowsprits, commonly called in and out bowsprits, shall, upon or before his ship, vessel, or boats grounding in the harbour, haul or rig in his bowsprit, under the penalty for every neglect or default herein of the sum of 5 *l.*

5. That the master or commander of every ship or vessel which shall enter the harbour having any quantity of gunpowder on board exceeding the weight of 20 lbs., shall without farther delay, on entering the harbour, give notice thereof to the harbour-master or his deputy, who shall direct the master or commander immediately to extinguish all lights and fires, and so to continue without lights and fires during the whole of their stay in the said harbour; and in case the master or commander of such ship or vessel shall not attend to such orders of the harbour-master or his deputy, the owner or owners or such ship or vessel, or the master or commander thereof, shall forfeit and pay the sum of 5 *l.* for each and every day in the course of which any light or fire shall be made on board such vessel.

6. That no pitch, tar, rosin, turpentine, tallow, or any other combustible matter shall at any time be heated on board any ship or vessel which shall lie in the harbour, under a penalty not exceeding 5 *l.*, nor less than 10 *s.*, to be paid by the master or commander of such ship or vessel for every such offence.

7. That the master or commander of every ship or vessel shall on or immediately after his coming into the harbour give to the harbour-master or his deputy, if thereunto required by him, the true draught of water of such ship or vessel, and every master or commander who shall neglect or refuse to do so when thereunto required by the harbour-master or his deputy, shall forfeit and pay for every offence a sum not exceeding 5 *l.*, nor less than 10 *s.*

8. That no ballast shall be taken from the harbour or entrance, except by the consent of the harbour-master or his deputy, and that all ballast which shall be taken for ships or vessels lying in the harbour shall be taken from such part only of the harbour or entrance as the harbour-master or his deputy shall direct; and in case any materials for ballast for any ship or vessel in the harbour shall be dug or taken from the harbour or entrance without such consent as aforesaid, or from any other part of the harbour or entrance than the harbour-master or his deputy shall direct, the master or commander of the ship or vessel for which the same shall be dug or taken shall forfeit and pay for every such offence a sum of 5 *l.*

9. That no dismantled ship, vessel, or boat shall, upon any account or pretence whatsoever, be moored or laid up within the harbour, to be used as or in the nature of a store vessel, under the penalty of any sum not exceeding 5 *l.*, nor less than 10 *s.*, for every week the same shall be used for that purpose, to be paid by the owner or owners, or other person or persons having the direction or charge of such ship, boat, or vessel.

10. That if at any time or times hereafter any person or persons shall throw or cast any ballast out of any ship, vessel, or boat, or shall place any anchor or cable, or other thing whatsoever, upon the pier, or any of the works erected or made, or to be erected or made, in or about or belonging to the harbour, the same shall not be suffered to remain there for a longer space of time than 12 hours after notice given for the removal thereof by the harbour-master or his deputy, under a penalty not exceeding 5 *l.*, nor less than 10 *s.*, for every offence; but the same shall, at the expense of the person or persons casting or placing the same there, be removed or carried away to such place or places as the harbour-master or his deputy shall order and direct.

11. That the master or commander of every ship or vessel who shall unlade in the harbour any timber or spars, for the purpose of floating the same, and shall not raft and float the same to such place or places, or remove and carry away the same as and when the harbour-master or his deputy shall from time to time direct, shall forfeit and pay for every such offence a sum not exceeding 5 *l.*, nor less than 10 *s.*

12. That in case any person or persons shall cast, place, throw, deposit, or put any dust, dirt, dung, soil, putrid fish, oyster-shells, flesh, blood, offal, or any sort of rubbish, or clean any fish, or shall commit any public nuisance or annoyance whatsoever upon the said pier, or in the harbour, or upon or in any of the works belonging to the said Company, or shall affix any hand-bill or paper, or write, paint, mark, or cut upon the walls, benches, fixtures, or erections thereon, or shall in any other manner disfigure, deface, or injure the same, or the works thereof, the person or persons so offending shall forfeit and pay for every such offence a sum not exceeding 5 *l.*

13. That neither the harbour-master nor his deputy, nor any other person employed by them or either of them, or by the directors of the said Company, shall demand or receive from any person or persons taking refuge for their ships, vessels, or boats in the harbour any gratuity or reward whatsoever for anything to be done by him in the execution of the office to which he is or shall be appointed, under pain of immediate dismissal by the directors, upon notice and complaint thereof to their clerk.

14. That the driver or owner of any carriage who shall wilfully cause, suffer, or permit the same to remain or stand on the said pier, or any of the wharfs or other works or property

of

of the said Company, longer than may be necessary for the loading or unloading thereof, shall forfeit and pay for every such offence the sum of 5*l.* Appendix, No. 2.

15. That the sum to be charged and taken for the carriage of parcels not exceeding 500 lbs. weight upon the Railway, shall be not exceeding the sum of 1*s.* for any parcel of the weight of 25 lbs. or under, and for any parcel above the weight of 25 lbs. in the same proportion. Canterbury and Whitstable Railway.

(Company's seal.)

DURHAM AND SUNDERLAND RAILWAY.

My Lord, Durham, 22 March 1839.

I am instructed by the directors of the Durham and Sunderland Railway to reply to Mr. Maule's letter of the 13th instant, and to inform your Lordship that this Company have not made any bye-laws, imposing penalties upon any persons other than those in the service of the Company. Durham and Sunderland Railway.

I have, &c.

(signed) *John Gregson,*
Clerk of the Company.

GREENWICH RAILWAY.

Greenwich Railway Company's Offices, London Terminus,

Sir, 20 March 1839.

Having laid before the directors your letter of the 13th instant, requesting a return of all the bye-laws made under the authority of the Act of Parliament by the directors of this Company, I am desired to say that no bye-laws have been made for this Railway. Greenwich Railway.

I have, &c.

The Honourable F. Maule, &c. &c. &c. (signed) *J. Y. Akerman,* Secretary.

HARTLEYBURN AND BRAMPTON RAILWAY.

Sir, Kirkhouse, 15 March 1839.

The Hartleyburn and Brampton Railway is a private Line of way, belonging to the Earl of Carlisle, and leading from his Lordship's collieries, of which collieries and Railway I am lessee. The passengers conveyed thereon are principally workpeople, employed at the works, to and from Brampton market. There is no Act of Parliament relating to the same, nor any bye-laws made imposing penalties. Hartleyburn and Brampton Railway.

I am, &c.

To F. Maule, Esq. (signed) *James Thompson.*

HEREFORD AND MOUNTFORD CAP RAILWAY.

Sir, Hereford, March.

In compliance with your circular, bearing date the 13th instant, I beg to forward you a copy of the bye-laws of the Hereford and Mountford Cap Railway Company. It is perhaps necessary I should mention, that although termed a Railway, it is, more correctly speaking, a Tramroad, in continuation of the Grosmont and Llangua Lines to Abergavenny; the principal traffic being coal from, and corn to, the mining districts. We have no locomotive engine. Hereford and Mountford Cap Railway.

I am, &c.

(signed) *James Fowler,*
Clerk to the Company.

Honourable F. Maule, Whitehall.

Hereford Railway.

Bye-Laws, Orders, and Regulations made, pursuant to Act of Parliament, for the government and good order of the Railway.

1. That the owner or owners of every waggon or other carriage to be used on this Railway shall cause his, her, or their name or names, and place or places of abode, and the number of his, her, or their waggon or other carriage, to be painted in large capital letters and figures on the offside thereon, and shall cause the same from time to time to be weighed, gauged, and entered by the toll-clerk at one of the Company's weighing machines, and the weight marked in conspicuous characters on each side thereof; and the owner or driver of any waggon or other carriage on the Railway that is not so marked, weighed, gauged, and entered, shall, for each offence, forfeit and pay any sum not exceeding 40*s.*, nor less than 10*s.*

2. That no waggon or other carriage shall be permitted to pass on this Railway, the wheels and axles of which are not fitted to the gauge of the rails, or which is so constructed in any

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Hereford and Mountford Cap Railway.

of its parts as to injure, or tend to injure the Railway, or impede the passage thereof; but the same shall and may be stopped, unloaded, and turned out of the road by any of the Company's agents, servants, or workmen, and the owner thereof shall forfeit and pay for every such waggon or other carriage the sum of 40 *s.*

3. That no waggon or other carriage shall be suffered to pass on this Railway with a load exceeding one ton ten hundred weight, except the load be in one entire piece; and the owner of any waggon or other carriage loaded contrary to this direction shall, for each offence, forfeit and pay the sum of 40 *s.*

4. That if the load of any waggon or other carriage shall project from its sides or ends so as to injure the Railway or fences, or to interrupt the passage of other waggons or carriages, or if, from want of proper repair or neglect, the contents of any waggon or other carriage shall on its passage be scattered on the Railway, so as to clog the plates, or in any way injure the plates or road, or impede the passage of the same, the driver of such waggon or other carriage shall, for either offence, forfeit and pay any sum not exceeding 5 *l.*, nor less than 10 *s.*

5. That if any driver of a waggon or other carriage, or other person, shall draw or turn any waggon or other carriage out of the road across the rails, except the same from accident or bad construction be disabled from proceeding, he shall, for each offence, forfeit and pay the sum of 20 *s.*

6. That if a waggon or other carriage shall by accident get off the plates, the driver of the same shall immediately use every effort to replace it; and if it shall have been dragged out of its track more than 10 yards, he shall, for every yard it shall have been so dragged over and above 10, forfeit and pay the sum of 5 *s.*

7. That if any driver of a waggon shall be seen riding thereon, or shall put his horse or horses beyond a proper pace, he shall, for either offence, forfeit and pay any sum not exceeding 5 *l.*, nor less than 10 *s.*

8. That if any driver of a waggon or other carriage shall unnecessarily halt his horse or horses, so as to obstruct the passage of the Railway, he shall, for each offence, forfeit and pay any sum not exceeding 5 *l.*, nor less than 10 *s.*

9. That if any person shall wilfully do any other act or thing not before mentioned, whereby the free passage of the Railway might be in any way obstructed or impeded, such person shall, for every such offence, forfeit and pay any sum not exceeding 5 *l.*, nor less than 10 *s.*

10. That if any person shall take off a linch-pin, washer, wheel, or any other part of the apparatus belonging to a waggon or other carriage used on this Railway, without the consent of the owner thereof, he shall, for each offence, forfeit and pay any sum not exceeding 40 *s.*, nor less than 10 *s.*

11. That every unloaded waggon or other carriage shall wait for, draw back, and give way to a loaded waggon or other carriage, so as to suffer the same to pass, except the loaded waggon or other carriage be within 100 yards of a turn-out; and, in other cases, the one nearest the turn-out to turn back, under the penalty of 10 *s.* for every offence.

12. That no driver of a waggon or other carriage shall, in consequence of any accident happening thereto, delay or impede the passage of the Railway for more than 15 minutes; and if, at the expiration of that time, he shall not have repaired the damage, so that the waggon or other carriage is enabled to proceed, he shall with all possible speed remove the same from the road, on pain of forfeiting, for each offence against this direction, any sum not exceeding 5 *l.*, nor less than 10 *s.*

13. That no waggon or other carriage, not immediately in use, shall be suffered to remain on the Line of Railway, or on any passing-place belonging thereto, except with the consent of the Company's agent, under a penalty to the owner or driver thereof of 20 *s.* for each offence.

14. That all persons having occasion to convey any goods, wares, or commodities on any part of the Railway short of the public or private wharfs, and without passing through either of the tollgates, shall obtain a consent in writing for that purpose from one of the Company's agents, or from one of the toll-clerks for the time being (which consent such agent or toll-clerk is directed to grant immediately on application being made to him), and shall deliver to such agent or toll-clerk a just account of the weight and description of the goods intended to be so conveyed; and any owner or driver of a waggon or other carriage, or other person, who shall, with intent to avoid the payment of the tonnages payable to the said Railway Company, load, unload, or take into or from any waggon or other carriage any goods, wares, merchandize, or commodities whatsoever, liable to pay such tonnages, at any other place than upon the public or private wharfs upon or belonging to the said Railway; or if any person shall do any other act, with intent to evade the payment of such tonnage, every such person so offending shall, for every such offence, forfeit and pay any sum not exceeding 5 *l.*, nor less than 1 *l.*

15. That all waggons or other carriages arriving at the Company's wharfs to be loaded or unloaded shall be under the control of the Company's agent and wharfinger for the time being, and shall be shifted or removed as he shall direct, with a view to the general convenience of the trade; and any owner or driver of a waggon or other carriage who shall refuse to submit to any such reasonable directions shall, for each offence, forfeit and pay any sum not exceedigg 40 *s.*, nor less than 10 *s.*

16. That if any driver of a waggon or other carriage, or other person, shall break the lock, or force a passage through any of the Company's stopgates, he shall, for each offence, forfeit and pay the sum of 5 *l.*

17. That

Hereford and Mountford Cap Railway.

17. That no person shall make a road across, or break gaps through, or in any way injure or destroy, or cause to be injured or destroyed, any part of the fences belonging to the said Railway, upon pain of forfeiting, for every such offence, any sum not exceeding 5 *l.*, nor less than 40 *s.*

18. That if any person shall leave open any gate erected, or to be erected across or on the sides of the said Railway, or shall suffer any horse, ass, sheep, pig, or other grazing beast to go loose upon the banks or sides of the said Railway, every person so offending shall forfeit and pay, for every such offence, any sum not exceeding 20 *s.*, nor less than 5 *s.*

19. That every owner of any waggon or other carriage shall be answerable for any trespass, damage, spoil, or mischief that shall be done to the said Railway, bridges, engines, fences, or other works belonging to the said Company, or to the adjoining lands, by himself or his servants driving or attending the said waggon; and any persons found offending shall forfeit and pay the amount of such damages, and all costs attending such conviction, and 40 *s.* to the informer.

20. That if any person shall wilfully and maliciously break, throw down, destroy, steal, carry, or take away any part of the said Railway, or other works, or materials belonging thereto, such person shall be liable to be tried for felony, and transported for seven years.

21. That no waggon or other carriage be allowed to pass on the said Railway, or business be done at any of the wharfs, on Sundays, Christmas-day, or Good Friday.

22. That no waggon or other carriage be allowed to pass upon the said Railway at any other times than between the hours of seven in the morning and six in the evening, during the months of November, December, January, and February; and between the hours of six in the morning and eight in the evening, during the months of March, April, September, and October; and between the hours of five in the morning and ten in the evening, during the months of May, June, July, and August in every year.

23. That no wharfinger, clerk, or other servant of the Company, shall, under any pretence or colour whatever, ask, demand, or receive for doing any part of the business incident to his employment for the Company, any other pay or gratuity whatsoever than what shall be paid him by the said Company.

24. That all persons convicted in any penalty under either of these bye-laws shall, over and above the said penalty, pay all fees and expenses attending such conviction, provided the said penalty, fees, and expenses shall not altogether exceed the sum of 20 *l.*

25. That one half of the penalty or penalties inflicted on any offender or offenders, for breach of any of the foregoing bye-laws, orders, and regulations, shall be paid to the informer on conviction of the offender.

By order of the Company,

James Fowler, Clerk.

LEEDS AND SELBY RAILWAY.

Leeds and Selby Railway.

Sir, Leeds, 15 March 1839.

In reply to your letter of 13th instant, requiring a return of all bye-laws made under the authority of Acts of Parliament relating to this Railway, by which penalties are imposed upon any person other than those in the service of this Company, I am ordered by the directors to inform you that no such bye-law has been made by this Railway Company.

I am, &c.

F. Maule, Esq. (signed) *Pet. Clarke*, Superintendent.

LEICESTER AND SWANNINGTON RAILWAY.

Leicester and Swannington Railway.

No bye-laws have ever been made under the authority of the Acts relating to the Leicester and Swannington Railway.

Certified by

Clement Winstanley,

18 March 1839. Chairman of the Directors.

GRAND JUNCTION RAILWAY.

Grand Junction Railway.

Sir, Liverpool, 20 March 1839.

In reply to your communication of the 13th instant, addressed to the directors of this Company, I am instructed to state on their behalf that the Grand Junction Railway Company have not made any bye-laws under the authority of Acts relating to Railroads, or otherwise, imposing penalties upon any persons other than those in the service of the said Company.

The convictions which have taken place at the instance of the Company in cases of trespass, wilful damage, or attempts to defraud, have been before magistrates, under special clauses, referring to such cases, in the several Acts of Parliament by which this Company is incorporated.

The penalties which the directors have found it expedient to affix to acts of negligence, misconduct, or incivility on the part of servants of the Company, in order to ensure, as far as possible,

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Grand Junction Railway.

possible, the convenience and security of passengers travelling on this Railway; and the regulations affecting such servants, which have been adopted with this object, it is presumed, from the tenor of your communication, are not required to form part of the returns therein specified.

I have, &c.

The Honourable Fox Maule, M. P. (signed) *J. R. Chorley,*
&c. &c. &c. Treasurer.

LIVERPOOL AND MANCHESTER RAILWAY.

Sir, Liverpool, 20 March 1839.

Liverpool and Manchester Railway.

I HAVE to acknowledge the favour of your communication of the 13th, and, in conformity with the tenor of it, I am instructed by the directors to transmit you, herewith, copy of the only bye-law relating to the Liverpool and Manchester Railway, "imposing penalties upon any persons other than the servants" of this Company.

I am, &c.

Honourable F. Maule, (signed) *Henry Booth.*
&c. &c.

BYE-LAW for the prevention of the Smoking of Tobacco.

BY virtue of the powers for that purpose contained in the several Acts of Parliament relating to the Liverpool and Manchester Railway, and particularly of the Act of Parliament passed in the first year of the reign of his Majesty King William the Fourth, intituled, "An Act for amending and enlarging the Powers and Provisions of the several Acts relating to the Liverpool and Manchester Railway," the directors of the Liverpool and Manchester Railway Company do hereby order and direct, that no passenger, or other person whomsoever, shall smoke tobacco in or upon any coach, waggon, or other carriage, of or belonging to the said Company, or which shall or may be used upon the said Railway or any part thereof, or in or upon any of the stations of the said Company, under the penalty upon every person offending against this bye-law of the sum of 40*s.* for every such offence. And the officers and servants of the said Company are hereby ordered and strictly enjoined to observe and to enforce the observance of this order on all occasions, and by all persons whomsoever.

Given under the common seal of the said Company, the 29th day of January, in the year of our Lord 1838.

C. W. Clay, (Seal.)
Clerk of the said Company.

Approved, this 12th day of March 1838, by us,

Thomas Case, } Two of Her Majesty's Justices of the Peace
Thomas Rodick, } for the County of Lancaster.

(True copy.)
Hy. Booth.

LONDON AND BIRMINGHAM RAILWAY.

— (A.) —

Sir, Office, Euston Station, 14 March 1839.

London and Birmingham Railway.

REFERRING to your letter of the 13th inst., desiring that a return may be transmitted to you, in pursuance of a resolution of the House of Commons, dated 4th March 1839, of the bye-laws of the London and Birmingham Railway Company, I am instructed to forward the enclosed copy of such bye-laws in compliance with your request.

I am, &c.

The Hon. Fox Maule, M. P. (signed) *R. Creed,* Secretary.

LONDON AND BIRMINGHAM RAILWAY.

WHEREAS by an Act of Parliament passed in the third year of the reign of his late Majesty King William the Fourth, intituled, "An Act for making a Railway from London to Birmingham," it is enacted as follows: (that is to say),

By sec. 154 it is enacted, "That the said Company shall have full power and authority from time to time to make such bye-laws, orders, and rules as to them shall seem expedient for the good government of the officers and servants of the said Company, and for the regulating the proceedings and reimbursing the expenses of the said Directors, and for the management of the said undertaking in all respects whatsoever; and from time to time to alter or repeal such bye-laws, orders, and rules, or any of them, and to make others, and to impose and inflict such reasonable fines and forfeitures upon all persons offending against the same, as to the said Company shall seem meet, not exceeding the sum of 5*l.* for any one offence, such fines and forfeitures to be levied and recovered as any penalty may by this

Act

Act be levied and recovered, which said bye-laws, orders, and rules being reduced into writing, under the common seal of the said Company, and printed and published and painted on boards, shall be hung up and affixed and continued on the front, or other conspicuous part of the several toll-houses to be erected on the said Railway, and other buildings or places at which any rates or tolls shall be collected or paid under the authority of this Act, and shall from time to time be renewed as often as the same or any part thereof shall be obliterated or destroyed; and such bye-laws, orders and rules shall be binding upon and be observed by all parties, and shall be sufficient in all courts of law or equity to justify all persons who shall act under the same, provided that such bye-laws, orders, or rules be not repugnant to the laws of that part of the United Kingdom of Great Britain and Ireland called England, or to any directions in this Act contained; and all such bye-laws, orders, and rules shall be subject to appeal in manner hereinafter mentioned."

By sec. 194 it is enacted, "That it shall be lawful for the said Company from time to time to make such orders and regulations as they shall think proper, for regulating the travelling upon and use of the said Railway, and for or relating to travellers and carriages passing upon the said Railway, and for or relating to the mode and means by which, and the speed at which such carriages shall from time to time be moved or propelled, and the times of their departure and arrival, and the loading or unloading thereof respectively, and the weights which they shall respectively carry, and the delivery of goods and other things which shall be conveyed in or upon such carriages, and also for preventing the smoking of tobacco, and the commission of any other nuisance in or upon any such carriages, or in any of the stations belonging to the said Company, and generally for regulating the passing upon, using or working the said Railway, and other works by this Act authorized, or in anywise relating thereto respectively; and all such orders and regulations shall be binding upon, and be conformed to by the said Company, and by all owners of and persons having the care or conduct of such carriages, and by all persons using or working the said Railway and other works, upon pain of forfeiting and paying a sum not exceeding 5 *l.* for every default. Provided always, that in every case of infraction or non-observance of any such rules or regulations, which shall be attended with danger to the public, or which shall obstruct or hinder the said Company in their due and lawful use and working of the said Railway, it shall be lawful for the said Company and their agents summarily to interfere to obviate such danger, or to remove or prevent such obstruction or hindrance, either by removing from the said Railway any engine or carriage which shall be used or worked thereon in contravention of any such rules or regulations, or otherwise as the necessity of the case may require."

Notice is hereby given, that the London and Birmingham Railway Company, established and incorporated by the said Act, have by virtue of the powers hereinbefore mentioned, some or one of them, made and reduced into writing, under their common seal, and have printed and published, as required by the said Act, the following orders and regulations for regulating the travelling upon and use of the said Railway, and for and relating to travellers passing upon the said Railway, and for preventing the smoking of tobacco, and the commission of any other nuisance in or upon any of the carriages, or in any of the stations belonging to the said Company, and generally for regulating the passing upon and using the said Railway.

1. No passenger will be allowed to take his seat in or upon any of the Company's carriages, or to travel therein upon the said Railway, without having first booked his place and paid his fare. Each passenger booking his place will be considered as binding himself and agreeing to abide by and observe these rules and regulations so far as they concern himself; he will on booking his place be furnished with a ticket, which he is to show when required by the guard in charge of the train, and to deliver up prior to his quitting the Company's premises at the end of his journey. Any passenger refusing to produce on request, or at the end of the journey to deliver up his ticket, will be required to pay the fare from the place whence the train originally started, or in default thereof is hereby made liable to the penalty of 40 *s.*

2. Passengers at the road stations will only be booked conditionally (that is to say) in case there shall be room in the train for which they are booked; in case there shall not be room, passengers booked for the longest distance will be allowed the preference. Passengers booked for the same distance will have priority according to the order in which they are booked.

3. Any passenger who shall have paid his fare for a second-class carriage, and shall ride in or upon a first-class carriage, shall forfeit the sum of 40 *s.*

4. Dogs will be charged for according to distance, but they will on no account be permitted to accompany passengers in the carriages.

5. Smoking is strictly prohibited both in and upon the carriages, and in the Company's stations. Any passenger persisting in smoking after being warned not to do so, is hereby subjected to a fine of 40 *s.*, and in case of his persisting after a second warning, he will immediately, or (if travelling) at the first stopping place, be removed from the Company's premises, and forfeit his fare.

6. Any passenger in a state of intoxication, committing any nuisance, or wilfully interfering with the comfort of other passengers, obstructing any of the Company's officers in the discharge of their duty, or not attending to the directions of the guard, in cases where the personal safety of himself or any of the passengers is concerned, will be immediately removed from the Company's premises, or in case he shall at the time be travelling, then at the next station, or as soon after the offence as conveniently may be, and shall forfeit his fare.

7. Any passenger wilfully cutting the lining, removing or defacing the number plates,

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London and Birmingham Railway.

breaking the windows, or otherwise damaging any of the Company's carriages, shall be fined 5 *l.*

8. The charge made for passengers does not extend to luggage. The Company will not in any case be answerable for luggage, unless the passenger to whom the same belongs shall have booked and paid for it; on booking, a ticket will be given to the owner, and a corresponding ticket affixed to the luggage, and the luggage will only be delivered to the party producing such ticket. A charge of sixpence will be made for each passenger's luggage not exceeding 112 lbs. in weight for the whole distance, and an additional charge of 1 *d.* per lb. above that weight. The attention of passengers is requested to the legal notices exhibited in the booking-offices limiting the Company's responsibility for luggage or goods booked by any of their carriages.

9. The Company's porters will render every facility to passengers in loading and unloading luggage at the different stations. No fee or gratuity is permitted to be taken by any of the Company's servants under any circumstances whatever, under pain of instant dismissal.

(By order) *Richard Creed,* } Secretaries to the Board of Directors.
C. R. Moorsom, }

London, 7 February 1838.

N. B.—By the Act of Parliament above mentioned, after providing for the recovery of penalties, and directing that one-half thereof shall go to the informer and the other half to the Company, it is by the 211th section enacted, "That it shall be lawful for any officer or agent of the said Company, and all such persons as he shall call to his assistance, to seize and detain any person whose name and residence shall be unknown to such officer or agent, who shall commit any offence against this Act, and to convey him before some Justice for the county, liberty, or place within which such offence shall be committed, without any other warrant or authority than this Act; and such Justice is hereby empowered and required to proceed immediately to the hearing and determining of the complaint."

R. Creed, Secretary.

Rates of Charges of the London and Birmingham Railway Company.

—(B.)—

RATES charged for Carriages and Horses.

	CARRIAGES		HORSES.
	With Four Wheels; and also with Two Wheels, when only One is placed on a Truck.	With Two Wheels, when Two Carriages are placed on a Truck.	
		each.	*each.*
For any distance not exceeding 30 miles -	20 *s.*	15 *s.*	20 *s.*
—— 55 miles -	35 *s.*	25 *s.*	30 *s.*
—— 85 miles -	55 *s.*	40 *s.*	42 *s.*
For the whole distance - - - -	75 *s.*	55 *s.*	50 *s.*

20 *s.* and 15 *s.* are the lowest rates for any distance.

N. B.—Gentlemen's carriages and horses must be at the stations at least a quarter of an hour before the time of departure.

Trucks are kept at the principal stations on the line; but, to prevent disappointment, it is recommended that previous notice should be given at the station where they may be required.

Passengers, whether in or on gentlemen's carriages, as well as grooms in charge of horses, pay second class fares.

No horses can be taken by a first class train, except when they are with a carriage or belong to a passenger accompanying such train.

Horses.

The London and Birmingham Railway Company give notice that they will not, under any circumstance, be answerable for injury to horses conveyed upon their Railway; and they will not receive any horse for conveyance unless accompanied by a declaration, signed by the owner or his authorized agent, that the Company are not to be liable for injury to such horse while in their custody, although every proper precaution will be taken to secure their safe conveyance.

(signed) *R. Creed,* Sec.

LONDON AND SOUTHAMPTON RAILWAY.

A Copy of such BYE-LAWS of the *London and Southampton Railway Company* as impose Penalties on persons other than those in the service of the Company.

London and Southampton Railway.

No passenger will be allowed to take his seat in or upon any of the Company's carriages, or to travel therein upon the said Railway, without having first booked his place and paid his fare. Each passenger booking his place will be considered as binding himself and agreeing to abide by and observe these rules and regulations so far as they concern himself; he will on booking his place be furnished with a ticket, which he is to show when required by the guard in charge of the train, and to deliver up prior to his quitting the Company's premises at the end of his journey. Any passenger refusing to produce on request, or at the end of the journey to deliver up his ticket, will be required to pay the fare from the place whence the train originally started, or in default thereof is hereby made liable to the penalty of 40 *s.*

Any passenger who shall have paid his fare for a second-class carriage, and shall ride in or upon a first-class carriage, shall forfeit the sum of 40 *s.*

Smoking is strictly prohibited both in and upon the carriages, and in the Company's stations. Any passenger persisting in smoking after being warned not to do so, is hereby subjected to a fine of 40 *s.*, and in case of his persisting after a second warning, he will immediately, or (if travelling) at the first stopping place, be removed from the Company's premises, and forfeit his fare.

Any passenger in a state of intoxication, committing any nuisance, or wilfully interfering with the comfort of other passengers, obstructing any of the Company's officers in the discharge of their duty, or not attending to the directions of the guard, in cases where the personal safety of himself or any of the passengers is concerned, will be immediately removed from the Company's premises, or in case he shall at the time be travelling, then at the next station, or as soon after the offence as conveniently may be, and shall forfeit his fare.

Any passenger wilfully cutting the lining, removing or defacing the number plates, breaking the windows, or otherwise damaging any of the Company's carriages, shall be fined 5 *l.*

(A true copy.)

Wm. Reed.

MANCHESTER, BOLTON, AND BURY CANAL NAVIGATION AND RAILWAY.

Railway-office, Bolton-street, Salford,
28 March 1839.

Sir,

I HAVE the honour to acknowledge the receipt of your letter of the 13th instant, addressed to the Directors of this Company, requiring "a return of all bye-laws made under the authority of any Acts relating to Railroads, imposing penalties upon any persons other than those in the service of the said Company."

Manchester, Bolton, and Bury Canal Navigation and Railway.

In reply, I am directed to inform you that the directors of this Company have not made any bye-laws, the provision contained in the Acts being at present sufficient.

I am, &c.

F. Maule, Esq.
Whitehall, Westminster.

(signed) *Jas. Ritson*, Treasurer.

NEWCASTLE-UPON-TYNE AND CARLISLE RAILWAY.

My Lord,

Newcastle-upon-Tyne, 16 March 1839.

I AM desired by the directors to acknowledge the receipt of your Lordship's letter calling for a return of any bye-laws made under the authority of any Acts relating to Railroads, imposing penalties upon any persons other than those in the service of the Companies, and, in answer, to state that not any bye-laws have been made as to this Railway, the same not being as yet completed.

Newcastle-upon-Tyne and Carlisle Railway.

I have, &c.

(signed) *John Adamson*,
Secretary to the Directors.

The Right Hon. Lord John Russell,
&c. &c. &c.

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ST. HELENS AND RUNCORN GAP RAILWAY.

Sir, Liverpool, 19 March 1839.

St. Helens and Runcorn Gap Railway.

In reply to your favour of the 13th instant, by direction of Lord John Russell, desiring a return of all bye-laws made under the authority of Acts of Parliament relating to this Railroad, imposing penalties upon any persons other than those in the service of the Company, I have the honour to inform you that no bye-laws imposing such penalties have been made by the directors of this Company.

I have, &c.

F. Maule, Esq., Whitehall, London.

(signed) *Harmood Banner*, Treasurer.

SHEFFIELD AND ROTHERHAM RAILWAY.

Sir, 21 March 1839.

Sheffield and Rotherham Railway.

In reply to your letter of the 13th instant, respecting "a return of all bye-laws made under the authority of any Acts relating to Railroads, imposing penalties upon any persons other than those in the service of the said Company," I can only return the word *nil*, as we have not any upon the books.

I have, &c.

The Hon. F. Maule, Esq.

(signed) *Thomas Pearson*, Secretary.

STANHOPE AND TYNE RAILROAD.

Sir, South Shields, 15 March 1839.

Stanhope and Tyne Railroad.

In reply to your letter of the 13th instant, we beg to state, for the information of Lord John Russell, that the Stanhope and Tyne Railroad was not constructed under the powers of an Act of Parliament, and therefore has no bye-laws imposing the penalties alluded to in the resolution of the House of Commons, dated on the 4th of this month.

We have, &c.

For the Stanhope and Tyne Railroad Company and selves,

William Harrison,
A. J. Freire Marreco, } Managers.

The Honourable Fox Maule, London.

STOCKTON AND DARLINGTON RAILWAY.

Stockton and Darlington Railway.

An Abstract of Penalties imposed by the Act of Parliament of Geo. 4, for making the said Railway.

	£.	s.	d.
1. Any person neglecting or refusing to give the collector of the rates or tolls an account in writing of the quantity of goods or other things in any waggon or other carriage, from whence brought, and where intended to be unloaded or left, or refusing to produce a bill of lading, or giving a false account, or shall deliver any part of his lading at any other place than what is mentioned in such account, shall forfeit for every ton so delivered - -	-	10	-
2. Any person riding, leading, or driving any horse, mule, ass, cow, or any other cattle upon the said Railway, or any part thereof, shall forfeit a sum not exceeding - - - - - - - - - - - -	2	-	-

3. Any

	£.	s.	d.
3. Any person passing upon the said Railway with any waggon or other carriage not properly constructed, except in crossing the same by the occupier of adjoining grounds, and in passing any public or private roads, shall forfeit a sum not exceeding - - - - - - - - - -	5	–	–
4. Every owner of waggons neglecting to enter his name and place of abode, and the number of his waggons or other carriages, with the clerk of the Company, and neglecting to paint such name and number in white letters and figures on a black ground, three inches high at least; and for refusing to permit such waggons or carriages to be gauged or measured at the expense of the Company, shall forfeit a sum not exceeding - - - - - -	5	–	–
5. For damage, spoil, or mischief done to the said Railway, and the works thereof, or to adjoining lands, by any waggon or other carriage, or the waggoner or other person belonging thereto, if such damage do not exceed 20 *l.*, the owner thereof shall pay the amount of such damage, spoil, or mischief, and shall also forfeit a sum not exceeding - - - - -	2	–	–
6. Every wharfinger giving a preference to any person in the loading or unloading of any waggon or waggons, shall forfeit a sum not exceeding -	2	–	–
7. Any person suffering any carriage to remain on the Railway, and obstructing the passage thereof, and shall refuse to move such carriage when required to do so, shall forfeit a sum not exceeding - - - - -	5	–	–
8. Any person breaking, throwing down, or destroying, stealing or taking away any part of the said Railway, or any of the works thereof, is subject to the like pains and penalties as in case of felony.			
9. Every collector of tolls who shall demand or take a greater rate of tolls than fixed by the Company shall forfeit a sum not exceeding - - -	5	–	–

PENALTIES imposed by the Bye-laws of the Railway Company.

1. A train of waggons drawn by a horse or horses shall not contain more than 16 waggons, with which there shall be two attendants for conducting the same; if a train so drawn shall contain more than 16 waggons, or containing more than 8 and less than 16 waggons, shall have only one such attendant, every driver or other person having the care of such train shall forfeit a sum not exceeding - - - - - - - - - -	2	–	–
2. Every driver or engine-man absenting himself from his horses, carriages, or steam-engines passing upon the said Railway; or furiously or negligently driving, conducting, or managing the same; or not having with the waggon or waggons under his charge proper breaks to regulate the speed thereof, so as not to exceed eight miles per hour, (except in crossing public highways, in that case such waggon or waggons shall not exceed five miles per hour), and neglecting to regulate such speed accordingly, shall forfeit a sum not exceeding - - - - - - - - -	2	–	–
3. Every driver or engine-man neglecting to ring his bell 100 yards previous to passing any public road, or avoiding (as much as possible) letting off steam, or refusing immediate assistance in case of accident or horses taking fright, or refusing to declare his Christian and surname and place of abode, or the name of his employer, when required by any proprietor, or any agent or servant of the Company, shall forfeit a sum not exceeding - - -	2	–	–
4. Any person drawing off any waggon, except at the proper branches or turn-out places, shall forfeit a sum not exceeding - - - - -	5	–	–
5. Every person passing upon the Railway with a waggon or waggons, at any other times than between the hours of seven in the morning and six in the evening, during the months of November, December, January, and February; and between the hours of six in the morning and eight in the evening, during the months of March, April, September, and October; and between the hours of five in the morning and ten in the evening, during the months of May, June, July, and August, in every year, without the licence and consent of the said Company, or their general committee, shall forfeit a sum not exceeding - - - - - - - - -	2	–	–
6. Every person who shall lay or deposit any coal, stone, lime, timber, or any other material on the Railway or footpaths, or who shall suffer any coal, stone, or other materials, which shall fall off any waggon under his care, or which he shall teem from any such waggon, to remain on the said Railway or footpath, and obstruct the passage thereof, or shall leave any waggon or waggons on the said Railway or footpaths so as to obstruct the passage thereof, shall, for every such offence, forfeit a sum not exceeding -	2	–	–
7. Every engine-man, waggon or coach driver, who shall not give immediate notice to one of the Company's servants of any accident happening to any waggon or other carriage on the Railway, or of any waggon or engine passing on the Railway having broken or displaced any rail, point, crossing, or switch-plate, shall, for every such offence, forfeit a sum not exceeding - - - - - - - - - - - -	2	–	–
8. Every person who shall unload any goods or merchandize at any place or places other than and except at such places as now are or shall be appropriated for that purpose by the Company, or who shall refuse to deposit any goods or merchandize, which shall be discharged from any			

vessel,

Appendix, No. 2.

Stockton and Darlington Railway.

	£.	s.	d.
vessel, waggon, or other carriage on any of the Company's wharfs, in the place directed by the wharfinger, or superintendent of the Company, shall, for every such offence, forfeit and pay any damage or injury occasioned thereby, and shall also forfeit a sum not exceeding - - - - -	2	–	–
9. Every or any engineman or waggon-driver who shall suffer any coals, lime, minerals, lead, or merchandize to remain an unreasonable time on the Railway in the waggons carrying or conveying the same, to the inconvenience of traders thereon, shall forfeit and pay to the Company the expense of removing such goods or merchandize, and also a sum not exceeding - - - - - - - - - - - - - -	2	–	–
10. Any agent or toll collector, being himself the owner of, or interested in any waggons, horses, or any coach or coaches, for the conveyance of passengers, trading or passing on the Railway, being a dealer in or retailer of liquors, victuals, or any other goods, upon the Railway, without leave of the committee or sub-committee, shall forfeit a sum not exceeding - -	5	–	–
11. Every engine-man, carriage-man, or waggon-driver, who shall permit any person or persons, except his assistants, or the Company's agents or servants whilst actually engaged in, or going about the Company's business, to ride upon any locomotive engine, or any waggon or carriage, under his care, not used for the conveyance of passengers, shall forfeit a sum not exceeding - - - - - - - - - - - - - -	–	10	–
12. Every engine-man, carriage-man, or waggon-driver, who shall leave the brakes, bolts, coupling bars, or connecting chains of waggons, on any part of the Railway, except the place or places appointed by the Company's engineer for leaving the same, shall forfeit a sum not exceeding - -	–	10	–
13. Every engine-man, carriage-man, or waggon-driver, leading coals, goods, or materials, who shall suffer the axles of any waggon or waggons, at their bearances or journals, to be without oil or grease, shall forfeit a sum not exceeding - - - - - - - - - - - - - -	1	–	–
14. Every engine-man, waggon or coach-driver, who shall neglect to adjust the switches to answer the road he shall be going, or shall not have a good and sufficient light placed on the front of his waggon or coach, or being an engine-man, on his engine or tender, and on the last waggon of his train, when ascending or descending the Line, half an hour after sunset, shall forfeit a sum not exceeding - - - - - - - - -	1	–	–
15. Every engine-man, waggon or coach-driver, who shall take a shoot or siding, and shall neglect to adjust the switches after taking such shoot or siding, shall forfeit a sum not exceeding - - - - - - -	2	–	–
16. Every owner or driver of any coach or other carriage, used on the Railway for the conveyance of passengers, who shall refuse to conform to, or shall disobey any of the rules, orders, and regulations of the Company, or their committee or sub-committee, relative to the departure of any coach or other carriage from Darlington, Stockton, or any other place upon the Line of Railway, or the standing place of any other coach or carriage, shall forfeit a sum not exceeding - - - - - - - - -	2	–	–
17. Every owner or driver of any coach or other carriage, used on the Railway for the conveyance of passengers, who shall carry, save for passengers only, any parcel or package exceeding 28lbs. weight, shall forfeit and pay a sum not exceeding - - - - - - - - - -	2	–	–
18. Every driver of any waggon or other carrriage who shall permit or suffer any horse or horses under his charge to go or travel upon the footpaths by the sides of the Railway, shall forfeit and pay any sum not exceeding - - - - - - - - - - - -	2	–	–
19. Every owner or driver of any waggon, coach, or other carriage, used on the Railway for any purpose whatsoever, or any coal-fitter or other person who shall, without first obtaining the consent of the clerk, engineer, or any authorized agent of the Company, draw, or cause to be drawn, any such waggon, coach, or other carriage, along the inclined plane or planes of the Railway, with or by means of any horse or horses, or other cattle, or who shall, without having first obtained the consent of the clerk, engineer, or any authorized agent of the Company, remove or draw, or cause to be removed or drawn, any such waggon, coach, or other carriage, from any standing place, or place of deposit for waggons, coaches or carriages, on the Railway, either for the purpose of obtaining a preference in the loading or unloading of any such waggon, coach, or other carriage, or for any other purpose whatsoever, not authorized as aforesaid, shall, for every such offence, forfeit and pay a sum not exceeding - - - - - - - - - - - -	2	–	–
20. Every owner of any coach or other carriage, used on the Railway or branches for the conveyance of passengers, shall not be at liberty to use the same thereon, without having first obtained a certificate from the clerk of the Company, authorizing and permitting such owner so to do; and if any such owner shall neglect or refuse to obtain such certificate, and shall, notwithstanding, use any such coach or other carriage on the Railway or branches thereof, he shall, for every such offence, forfeit and pay any sum not exceeding - - - - - - - - - - - -	–	10	–

21. Every

	£.	s.	d.
21. Every owner or driver, or other person having the charge of any coach or other carriage for the conveyance of passengers, shall deliver to the toll-collector nearest to the place from whence such coach or other carriage shall start, a daily ticket or note in writing, stating to and from what place such coach or other carriage is about to run, and also the number of passengers, and the number of miles travelled by such passengers, and carried on such coach or other carriage, and shall from time to time regularly deliver such ticket or note in writing, in manner aforesaid, as often as any such coach or other carriage shall be used on the Railway or branches; and if any such owner, driver, or other person, shall refuse or neglect so to do, he shall, for every such offence, forfeit and pay any sum not exceeding	1	–	–
22. Every driver of any waggon or other carriage, or any locomotive engineman, who shall leave any empty or full waggon or waggons in any siding or passing place of the main line or branches, (except in case of accident, when the waggon or waggons are to be removed with as little delay as may be,) shall forfeit and pay any sum not exceeding - - - -	1	–	–
23. Every driver or owner of any waggon, the gauge of the wheels of which, not being at the distance of 4 feet 5 ½ inches from the outside of the flange of each wheel, or having the tread of any wheels less than 3 ½ inches, or the axles more than 4 feet apart, from centre to centre, shall forfeit a sum not exceeding - - - - - - - - - - - -	1	–	–
24. Any person or persons bringing any waggon or waggons upon the Railway or branches, not constructed agreeable to the following dimensions, shall, for every offence, forfeit and pay any sum not exceeding - -	1	–	–

DIMENSIONS REFERRED TO.—The length of the waggon at the top outside, at its greatest extent, 8 feet 5 inches; the width of the waggon at the top outside, at its greatest extent, 6 feet 5 inches; extreme perpendicular height of the waggon from the rails to the top of the waggon not exceeding 6 feet 2 inches; the length of the soles not more or less than 9 feet 6 inches, the sole ends not to project more than 9 inches from the first sheath; soles, if of English oak, 6 inches by 5 inches; ditto, if of other timber, 7 inches by 6 inches; bottom sheaths, if of English oak, two 9 inches by 4 inches, and two 6 inches by 4 inches; ditto, if of other timber, two 10 inches by 4 inches, and two 7 inches by 4 inches; the height from the top of the rail to the under side of the cleat or lining affixed to the bottom side of the sole ends not to exceed 1 foot 7 inches; the height from the top of the rail to the bottom bar not to exceed 1 foot 9 inches; coupling chains to be made of 1 inch round iron, and the length of the chain not to exceed 19 inches, from centre to centre of the pin-hole, the same to be rivetted to the bottom bar of the waggon; protecting or side chains to waggon soles to be of ⅝ of an inch round iron, the end links to be 3 ½ inches long, the rest of the links 2 ½ inches long; bottom bar, 3 ½ broad by 1 ⅛ inch thick throughout; the pin-hole to be 1 ¼ inch diameter, and 1 ½ inch from the end of the bar, the bar not to project more than 7 inches from the first sheath; coupling-chain pin to be 5 ¾ inches long from the shoulder, 1 ⅛ inch thick at the shoulder, and 1 ¼ inch thick at the point, and to be made fast to the coupling chain; drawing strap and crook to be made of 1 inch round iron; journals of axles not less than three inches in diameter, or less than 2 ⅞ inches in diameter at the centre of the axle; wheels not less in diameter than 2 feet 10 inches, or larger than 3 feet, exclusive of the flange, which shall not exceed ¾ of an inch in height, nor the cone of the wheel to exceed ⅛ of an inch on each side; weight of wheels, when finished, not less than 2 ½ cwt., nor to exceed 2 ¾ cwt.; break handles to be 2 ¾ inches by ¾ of an inch at the block, and taper gradually to the handle, which is to be 1 ¼ round, or 2 inches by ½ an inch; break blocks not less than 6 inches from the top of the rail; bottom bands, 1 ⅜ inch square. All iron waggons to be furnished with an inside chain from side to side, at the centre of the top rail of the waggon, to be made of not less than ½ inch round iron, unless built with five side sheaths of half-round iron, 1 ¾ inch by ⅞ of an inch. The whole of the iron work herein specified to be made from the best scrap bars. All wood waggons to have the side sheaths pinned to both soles and overing, also the end sheaths pinned to the end overing. All waggons to have a piece of wood fitted in between the bottom sheaths, and bolted to the bottom bar and sheaths.

25. Every agent or servant of the Company who shall neglect to give immediate notice to the committee, or one of the clerks of the Company, of the infraction of any of the above rules or bye-laws, such infraction having come to his knowledge, shall forfeit a sum not exceeding - - -	1	–	–
26. Any person getting upon or riding on any engine, waggon, or other carriage used upon the Railway, without the licence, in writing, of the Company, shall forfeit any sum not exceeding - - - - -	1	–	–
27. Any person placing, in any waggon used on the railway, any gunpowder, sulphur, or other combustible material, without having previously obtained the sanction in writing of the Company, or of their agents for the merchandize department for that purpose, shall forfeit any sum not exceeding	2	–	–

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Stockton and Darlington Railway.

Regulations for taking the Sidings.

	£.	s.	d.
28. A loaded train of waggons descending, meeting a loaded train ascending, the loaded train descending shall take the siding or shoot, except when the several waggons shall meet between sidings or shoot; in that case the loaded waggons ascending shall put back into the next siding or shoot down the way.			
29. All empty waggons ascending or descending shall take the siding or shoot nearest, on meeting loaded waggons.			
30. Locomotive engines shall be exempt from taking sidings or shoot, except in meeting another locomotive engine, in that case the empty train shall take the sidings or shoot.			
31. A coach for conveyance of passengers shall not take the sidings or shoot, unless it shall meet a locomotive engine, or loaded train of waggons.			
32. All locomotive engines, waggons, and other carriages passing along the Railway, and drawing or carrying coal, stone, lime, lead, merchandize or other heavy goods, shall, on being overtaken by a coach or coaches for carrying passengers, stop at the first siding or shoot such locomotive engine, waggon, and other carriages shall arrive at, and allow such coach or coaches to pass, and on approaching to meet any such coach or coaches, all such locomotive engines, waggons, and other carriages as aforesaid, shall in all cases stop at the siding or shoot next to the last siding or shoot which such coach or coaches may be at, or shall have passed, so as to allow such coach or coaches to proceed.			
33. All carriage-men or waggon-drivers, ascending or descending the Line of Railway with loaded or empty waggon or waggons, shall, on the approach of a locomotive engine or coach, (if the same shall be within the distance of half a mile,) on arriving at the first connecting way or passing place, put his waggon or waggons on the other Line of Railway or siding, and allow such engine or coach to proceed, and if any such carriage-men or waggon-driver shall neglect so to do, or shall in any manner impede the passage of any such engine or coach, he shall forfeit and pay a sum not exceeding - - - - - - - - - - - -	2	–	–
34. Every owner or driver of any coach or other carriage, drawn by a horse or horses, and used for the conveyance of passengers, shall, on the approach of a locomotive engine drawing a coach or coaches, (if the same shall be within the distance of half a mile) on arriving at the first connecting way or passing place, put his coach or coaches on the other Line of Railway, and shall allow such locomotive engine with such coach or coaches to pass and proceed, and in case any such owner or driver as aforesaid shall neglect so to do, he shall, for every such offence, forfeit and pay a sum not exceeding - - - - - - - - -	2	–	–
35. For every infringement of any of the above regulations, respecting the taking of sidings or shoot, a penalty shall be incurred by every engine-man, carriage-man, waggon-driver, or coach-driver so infringing on any of the above regulations, not exceeding - - - - - - - -	2	–	–

Darlington,
1 September 1837.

(signed) *Henry Stobart*, Chairman.

STRATFORD AND MORETON RAILWAY, AND SHIPSTON BRANCH.

Laws, Orders, and Regulations.

Stratford and Moreton Railway, and Shipston Branch.

	£.	s.	d.
1. That the owner or owners of every waggon or carriage to be used on the Railway shall cause his, her, or their name, and the number of the waggon, to be printed in large roman letters and figures thereon, of not less than two inches high; and shall within three days after the waggon or carriage is put on the Railway, cause the same to be weighed and registered by the toll-clerk, at one of the Company's weighing-machines, and the weight marked in conspicuous characters on each side thereof; and the owner or driver of any waggon or carriage on the Railway that is not so marked, weighed, and registered, shall, for each offence, forfeit and pay any sum not exceeding - - - - - - - - - - - -	5	–	–
2. That no waggon or carriage shall be permitted to pass on the Railway, the wheels and axles of which are not made according to the specification, to be seen at each weighing-machine of the Railway Company, or which shall not have a break to regulate the speed.			
3. Any driver not giving immediate notice to one of the Company's servants of any injury or damage done to the Railway by the waggon or carriage under his care, shall for such offence forfeit and pay any sum not exceeding - - - - - - - - - - - - -	5	–	–

	£.	s.	d.
4. That no waggon or carriage shall be suffered to pass on the Railway that shall, with its lading, exceed four tons weight, except the lading be in one entire piece; and the owner of any waggon or carriage laden contrary to this direction shall, for each offence, forfeit and pay any sum not exceeding - - - - - - - - - - - - - -	2	–	–
5. That if the lading of any waggon or carriage shall project from the sides or ends thereof, so as to injure the Railway or fences, or interrupt the passage of other waggons or carriages, or if from want of proper repair, from neglect, or other cause, any part of the lading shall on its passage be scattered on the Railway, so as to clog the rails, or in any way injure the rails or road, or obstruct the passage on the same, the driver of such waggon or carriage shall, for each offence, forfeit and pay any sum not exceeding - - - - - - - - - - - - - -	2	–	–
6. That if any driver, or other person, shall draw or turn any waggon or carriage out of the road across the rails (except the same from accident or bad construction is disabled from proceeding), he shall, for each offence, forfeit and pay any sum not exceeding - - - - - - - - -	1	–	–
7. That if a waggon or carriage shall by accident get off the rails, the driver of the same shall immediately use every effort to replace it, and if it shall have been dragged off the rails more than 10 yards, he shall, for every yard it shall have been so dragged over and above 10, forfeit and pay any sum not exceeding - - - - - - - - - - -	–	5	–
8. That if any driver shall unnecessarily stop his horse, horses, waggon, or carriage, so as to obstruct the passage of the Railway, he shall, for each offence, forfeit and pay any sum not exceeding - - - - - -	5	–	–
9. That if any person shall wilfully do any other act or thing not before mentioned, whereby the free passage on the Railway is in any way obstructed or impeded, such person shall, for every such offence, forfeit and pay any sum not exceeding - - - - - - - - - - -	5	–	–
10. That if any person shall take off a break, axletree, washer, wheel, or any other part of the apparatus belonging to a waggon or carriage used on the Railway, without the consent of the owner thereof, he shall, for each offence, forfeit and pay any sum not exceeding - - - - - -	5	–	–
11. That no driver shall, in consequence of any accident happening to his waggon, carriage, or lading, delay or obstruct the passage of the Railway for more than 15 minutes; and if at the expiration of that time he shall not have repaired the damage, so that the waggon or carriage is enabled to proceed, he shall with all possible speed remove the same from the road, on pain of forfeiting any sum not exceeding - - - - - -	2	–	–
12. That no waggon not immediately in use shall be suffered to remain on the line of railway, or on any passing-place belonging thereto, under a penalty to the owner thereof of any sum not exceeding - - - - -	1	–	–
13. That when waggons or carriages are travelling in opposite directions, the driver of those which shall not have passed the distance-post placed at midway between each passing-place, and marked D., shall immediately draw back to the passing-place behind him, and remain there till the others have gone forward; that when waggons or carriages have occasion to pass each other in contrary directions, each driver shall take the left hand; that when full and empty waggons or carriages are travelling in the same direction, or when a carriage with passengers and a full or empty waggon or carriage are passing in the same direction, the driver of the full waggon or carriage shall allow the empty waggon, carriage, or carriage with passengers, to pass at the first turn-out; and any driver offending against any of the foregoing regulations relative to the meeting or passing of waggons or carriages, shall, for each offence, forfeit and pay any sum not exceeding - - - - - - - - - - - - -	5	–	–
14. That persons having occasion to convey any goods, wares, or commodities on any part of the Railway short of the weighing-machines, and without passing through any of the stop-gates, shall obtain a consent in writing for that purpose from the Company's agent, or from one of the toll-clerks for the time being, (which consent such agent or toll-clerk is directed to grant immediately on application being made to him,) and shall deliver a declaration to such agent or toll-clerk of the weight and description of goods, and of the distance they are intended to be so conveyed; and any owner or driver of a waggon or carriage, or other person who shall, with intent to avoid the payment of the tonnages payable to the Railway Company, load, unload, or take into or from any waggon or carriage any goods, wares, merchandize, or commodities whatsoever, at any other place or places than as declared; or if any person shall do any other act with intent to evade the payment of the tonnages, every such person so offending shall, for every such offence, forfeit and pay any sum not exceeding -	5	–	–
15. That any person (not allowed by the Act) riding, leading, or driving any horse, or other beast or cattle, on the Railroad, shall be subject to a penalty of any sum not exceeding - - - - - - - -	2	–	–

16. That

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Stratford and Moreton Railway, and Shipston Branch.

	£.	s.	d.
16. That drivers absenting themselves from their waggon, carriages, or horses, or refusing to give their Christian and surnames when required, shall forfeit any sum not exceeding - - - - - - - - - -		1	– –
17. That all waggons or carriages arriving at the Company's wharfs to be loaded or unloaded, shall be under the control of the Company's agent or wharfinger for the time being, and shall be shifted or removed as he shall direct, with a view to the general convenience of the trade; and any owner or driver of any waggon or carriage who shall refuse to submit to any such reasonable directions, or shall at any time on any part of the Railroad refuse to produce his ticket or tickets to any servant of the Company, shall, for each offence, forfeit and pay any sum not exceeding - - -		2	– –
18. That no waggon or carriage shall be permitted to pass along the Railway at any other times than between the hours of six in the morning and six in the evening, during the months of November, December, January, and February; between the hours of five in the morning and seven in the evening, during the months of March, April, September, and October; and between the hours of three in the morning and nine in the evening, during the months of May, June, July, and August, in every year, without the consent of the Company's agent, or toll-clerk, for the time being, (except such waggon shall have been unavoidably delayed from accident,) under a penalty to the driver, for each offence, of any sum not exceeding - -		1	– –
19. That the hours, during which the gates of the Company's wharfs shall remain open shall be the same as those in which the waggons or carriages are allowed to travel on the Railway; and if any trader, driver, or other person, shall refuse to quit any of the wharfs at the time the Company's agent or wharfinger is authorized to close the gates, upon being required by him so to do, such trader, driver, or other person, shall, for such offence, forfeit and pay any sum not exceeding - - - - - -		5	– –
20. That if any driver of a waggon or carriage, or other person, shall break the lock, or force a passage through any of the Company's stop-gates, he shall, for each offence, forfeit and pay any sum not exceeding - - -		5	– –
21. That no person shall make a road across, or break gaps through, or in any way injure or destroy, or cause to be injured or destroyed, any part of the fences belonging to the Railway, upon pain of forfeiting, for every such offence, any sum not exceeding - - - - - - - - -		5	– –
22. That no waggon or carriage shall travel on the Railway, or business be done at any of the wharfs on Sundays, Christmas Day, or Good Friday.			
23. That no wharfinger, clerk, or other servant of the Company, shall, under any pretence or colour whatever, ask, demand, or receive, for doing any part of the business incident to his employment for the Company, any other pay or gratuity whatsoever than what shall be paid him by the said Company, under a penalty of - - - - - - - - - -		2	– –
24. That no toll-keeper or other servant of the Company shall be a trader or carrier, or a vender of ale, beer, or spirituous liquors, under a penalty of -		5	– –
25. That every waggon or carriage travelling on the Railroad after the hour of five o'clock in the evening, in the months of November, December, January, and February; and after the hour of six o'clock in the months of March, April, September, and October, shall carry a light, under a penalty to the owner or driver, of any sum not exceeding - - - - -		2	– –
26. That the owner or driver of any waggon or carriage shall not be allowed to carry a passenger or passengers (except the owner of the waggon, or any servants of the Company), unless licensed by the Company so to do, under a penalty to the owner, of any sum not exceeding - - - - -		2	– –
And to the driver, of any sum not exceeding - - - - - - -		– 10	–
27. That any person wishing to license a waggon or carriage, shall apply at one of the machine-houses for a plate, which shall be affixed to the waggon or carriage, where the Company's clerk may direct, to be kept there when the waggon or carriage is travelling, and returned uninjured at the termination of such license, and a ticket stating the number of days he intends to license, both of which he shall receive on payment of the amount of such license.			
28. That every person wishing to license his waggon or carriage to travel at a greater speed than is usual on the Railroad, may, by paying 1 *s.* per day, obtain a ticket, which will entitle him to pass every waggon which has not a similar ticket, at the first turn-out.			
29. Every owner or driver of any waggon or carriage refusing to allow the waggon or carriage with such ticket to pass, to forfeit and pay any sum not exceeding - - - - - - - - - - - -		– 10	–
30. Every waggon or carriage with such ticket must travel at the rate of eight miles an hour, unless impeded by loaded waggons, or when stopping to take in passengers, under a penalty to the owner thereof, of any sum not exceeding - - - - - - - - - - - -		3	– –
31. That the owner or driver of every waggon or carriage, licensed for the carriage of passengers, shall, on passing each machine-house, declare the number of passengers and the number of miles he has carried them, under a penalty of any sum not exceeding - - - - - -		2	– –

32. That

	£.	s.	d.	
32. That any person keeping or using a plate, after the expiration of the license, or using a counterfeit plate, shall forfeit and pay any sum not exceeding - - - - - - - - - - - - - - -	2	–	–	Stratford and Moreton Railway, and Shipston Branch.
33. That all persons convicted in any penalty under any of the aforesaid laws, orders, or regulations, shall, over and above the said penalty, pay all fees and expenses attending such conviction, provided the said penalty, fees, and expenses, shall not altogether exceed the sum of - - -	5	–	–	
34. That one-third of the penalty or penalties inflicted on any offender or offenders, for breach of any of the foregoing laws, orders, or regulations, shall be paid to the informer by whose evidence such offender shall be convicted, and the remainder to be paid to the chief clerk, for the use of the Company.				

General Directions for all Toll-Clerks, Servants, and Workmen employed by the Railway Company.

They are respectively required to take notice that the several laws, orders, or regulations, as above printed, are observed and obeyed by all parties whomsoever within their several departments, as far as they are able.

And they are respectively required to give the earliest information of any offences committed by any person or persons, within their knowledge or observation, to the acting magistrate nearest to the places where any such offences shall be committed, in order that the offender may be punished according to law. And in all cases of doubt or difficulty, such toll-clerks, servants, or workmen, are required to consult the Company's chief clerk previous to proceeding.

By order of the General Assembly,

J. W. Kirshaw.

Stratford-upon-Avon, 12 December 1834.

NORTH UNION RAILWAY.

Sir, Preston, 16 March 1839.

In reply to your letter of the 13th instant, I am directed to forward you a printed copy of the bye-laws (or "rules and regulations") made under the authority of the North Union Railway Act, and which impose penalties on others besides those in the Company's service.

North Union Railway.

I have, &c.

Hon. Fox Maule, M. P., &c. &c. &c.

(signed *James Chapman*, Secretary.

Rules and Regulations to be observed by the *North Union Railway Company*, and by the Owners and Persons having the care or management and conduct of Engines, Waggons, or Carriages, passing along or being upon the same, and by all parties using or working the said Railway; the breach of any such Rules and Regulations will subject the Offender to a Penalty of 5*l.*, unless otherwise specified, besides such responsibility as may attach at Common Law.

1. No moving power shall be used, or be upon the main lines of Railway, between Parkside and Preston, except locomotive steam-engines.

2. No locomotive engine shall be used on the Railway, until approved of by the Company's engineer or other agent, except those which shall belong to, or be provided by any other Railway Company whose road shall communicate with the Railway, and which engines shall usually travel and be on the road of such other Company; but every person intending to use his own locomotive engine, shall give notice, in writing, to the secretary of the Company of such intention, stating some convenient place where such engine may be inspected, whereupon the Company shall cause their engineer or other agent, within fourteen days from the receipt of such notice, to inspect and examine, and report thereon, and within seven days after such report a certificate shall be given, if required, stating whether such engine is or is not fit to be used on the Railway; nevertheless, if such party should be dissatisfied with the decision of the said engineer or other agent, he or they shall be at liberty to refer the sufficiency of such locomotive engine to arbitration, under the 191st section of the Act.

3. No carriage for the conveyance of goods, coal, passengers, or cattle, shall be permitted to pass along, or be upon the said Railway, unless such carriage shall be approved of by the engineer or other agent of the Company authorized for that purpose; and every owner of every carriage or waggon intended to be used for the conveyance of coal or coke, or other articles usually weighed in the gross, shall cause (and is hereby required so to do) his or her name, place of abode, number, weight, and gauge, of their respective carriages, to be painted and continued in large white capital letters and figures on a black ground, and shall enter the same with the secretary of the Company, or other officer appointed for that purpose; and every person who shall alter, erase, deface, or hide such name, &c., or shall refuse to permit any carriage to be weighed, measured, or gauged, whenever the Company's officers shall, at the expense of the Company, require to do so, shall forfeit and pay any sum not exceeding 40*s.* for every such offence.

Appendix, No. 2.

North Union Railway.

4. Every engine, waggon, and carriage, being or working upon the Railway, and every engineman, fireman, breaksman, waggoner, and every other person belonging to, or attending the same, shall be under the direction and control of the Company and their officers and servants, as to the times of starting, the speed of travelling, and in all other respects, so far as may be necessary to secure despatch, and good order, and the safety of the public.

5. All carriages and trains composed of carriages or waggons laden with goods or coals, shall get out of the way of any passenger or mail train when required so to do, and shall immediately go and pass into such siding as shall be pointed out and directed by the person or persons in charge of, or conducting such passenger or mail train.

6. The loading of any waggon or carriage shall not in any case overhang the rails on which such waggon or carriage is more than 18 inches on each side.

7. Every train of waggons not exceeding five in number shall be attended by one breaksman, and if the train shall consist of more than five, an additional breaksman shall be appointed for every five waggons, and one for every fractional part beyond five complete.

8. No locomotive engine shall be allowed to propel any waggon or carriage upon or along the railway, but shall in all cases draw the same after it.

9. No waggon laden with coal, stone, gravel, goods, or general merchandize, shall be allowed to pass along the Railway on the Sabbath day.

10. No person, except the engine-man and fireman, shall be allowed to ride on any locomotive engine or tender upon or along the Railway, without the special licence of the directors in writing; and any engine-man so permitting any person to ride shall be fined 5 *s.* for every offence; and no person other than the breaksman shall be allowed to pass free on any goods, coal, or cattle waggon.

11. No person shall travel or pass on foot along or upon the Railway, or any bridge thereof, over which the Railway is laid; and any person using the Railway, or any such bridge thereof, as a footpath, shall forfeit and pay any sum not exceeding 40 *s.* for every such offence; and all gate-keepers, guards, plate-layers, and others, servants of the Company, are strictly enjoined and ordered to prevent and stop all persons whatsoever from so offending.

12. No person shall ride, lead, or drive upon or along the Railway, any horse, mule, or ass, or any cow or other neat cattle, sheep, swine, or other beast or animal; and every person so offending shall forfeit and pay any sum not exceeding 10 *l.* for every such offence.

13. No engine, waggon, or carriage shall at any time be left upon the main lines of the Railway when not working.

14. No person whatsoever shall be allowed to smoke tobacco in any first-class carriage, or in, at, or upon any of the stations, waiting-rooms, booking-offices, wharfs, or warehouses of the Company.

15. Every engine, tender, waggon, or other carriage which shall, in the opinion of the Company's engineer or other officer appointed to inspect the same, become or be unsafe and unfit to be used on the Railway, shall immediately be removed from off the Railway, upon orders to that effect being given by the engineer or other officer as aforesaid, either to the owner or the person having charge of the same.

16. No locomotive engine or train of carriages or waggons shall, under any pretence whatever, be allowed to pass along the wrong line of road; that is, along the eastern line of Railway in going towards Preston, or in a northerly direction, or along the western line of Railway in going towards Parkside, or in a southerly direction.

17. No waggon or other carriage shall, without consent, be loaded or unloaded while remaining on any part of the main lines of way, except carriages for the conveyance of passengers, stopping to take up or set down passengers at any of the places appointed for that purpose; and all carriages and waggons, while at any of the Company's stations, shall be under the control of the Company's officers.

18. No persons shall be permitted to sell, or offer for sale, any liquors, beer, or other article upon the line of Railway, or at any of the stations; and all guards, policemen, porters, and others, servants of the Company, are strictly enjoined to remove every person offending against this bye-law, and immediately to give such information as will lead to the infliction of the penalty for so doing.

19. Any passenger in a state of intoxication, committing any nuisance, or interfering with the comfort of other passengers, or not attending to the directions of the guard, in cases where the personal safety of himself or any of the passengers is concerned, shall immediately, or so soon as the same can conveniently be done, be removed from the Company's premises, without being entitled to have any part of the fare returned.

20. Any servant of the Company accepting any fee, gratuity, or reward, or asking or demanding such from any passenger or other person, for services rendered, or for any purpose whatsoever connected with the Railway, shall be instantly dismissed.

21. The drivers or conductors of all public coaches, omnibuses, or other carriages that may be admitted into the Company's premises, shall obey every direction or order that may be given them by any of the Company's agents or servants, while on the said premises; and every driver or other person refusing to obey such directions or orders shall forfeit and pay the sum of 10 *s.* for every such refusal.

Given under the common seal of the North Union Railway, this 5th day of October 1838.

(L. S.)

Appendix, No. 2.

GREAT WESTERN RAILWAY.

Great Western Railway.

Sir, Office, Princes-street, Bank, 14 March 1839.

I HAVE the honour to acknowledge the receipt of your letter of yesterday's date, addressed to the Directors of this Company, by whom I am directed to transmit to you, for the purpose of being presented to the House of Commons, "A Return of all the Bye-laws made under the authority of Acts of Parliament, imposing penalties upon any persons other than those in the service of the Great Western Railway Company."

I have, &c.

Hon. Fox Maule, M. P., &c.
Home Office.

(signed) *Charles A. Saunders*, Secretary.

A Return of all BYE-LAWS of the *Great Western Railway Company*, made under provisions of their Acts of Parliament, imposing Penalties upon any Persons other than those in the service of the said Company.

THAT if any passenger shall refuse to produce or deliver up his ticket when required so to do by the conductor, guard or other attendant on the train, he shall be chargeable with the fare for the entire journey, and shall be subject to the penalty of 40*s.*

That no smoking be allowed in any of the carriages or stations of the Company, under a penalty of 40*s.*, and the liability of removal from the Company's premises or carriages.

That if any passenger shall conduct himself improperly, to the annoyance of other passengers, or shall be intoxicated, or wilfully obstruct any of the Company's officers in the discharge of their duty, he shall be subject to a penalty of 40*s.*, and be immediately removed from the Company's premises or carriages, and shall forfeit any fare which he may have paid.

That if any passenger shall wilfully damage any part of the Company's carriages, stations or other property, he shall be fined 5*l.* over and above the cost of repairing such damage; and all accidental damage shall be paid for by the party committing the same.

That if any passenger shall attempt to force his way into a carriage without having previously procured a ticket, or shall occupy (without permission) a superior class carriage to that for which he has obtained a ticket, or shall continue his journey in the Company's carriages beyond the place for which he shall have paid his fare, he shall be liable to a fine of 40*s.*, in addition to the full fare of the entire journey.

(A true copy.)

(signed) *Charles A. Saunders*, Secretary.

WHITBY AND PICKERING RAILWAY.

Whitby and Pickering Railway.

RETURN of all BYE-LAWS, RULES and ORDERS made under the authority of the Act passed in the Third Year of the Reign of his late Majesty King William the Fourth, intituled, "An Act for making a Railway from *Whitby* to *Pickering*, in the North Riding of the County of *York*."

	£.	s.	d.
Every driver absenting himself from his horses or carriages passing upon the said Railway, or furiously or negligently driving, conducting, or managing the same, or not having with the waggon or waggons under his charge proper breaks to regulate the speed thereof, so as not to exceed six miles per hour, and neglecting to regulate such speed accordingly, shall forfeit a sum not exceeding	2	–	–
Every driver neglecting to blow his horn 100 yards previous to passing any public road, or refusing immediate assistance in case of accident, or horses taking fright, or refusing to declare his christian or surname, and place of abode, or name of his employer, when required by any proprietor, or any agent or servant of the Company, shall forfeit a sum not exceeding	2	–	–
Any person drawing off any waggon, except at the proper branches or turn-out places, shall forfeit a sum not exceeding	5	–	–
Every person passing upon the Railway with a waggon or waggons earlier than one hour before sunrise, or later than one hour after sunset, without leave in writing from the Company or their agents, shall forfeit a sum not exceeding	2	–	–
Every person who shall lay or deposit any coal, stone, lime, timber or any other material on the Railway, or footpaths on the sides thereof, shall for every such offence forfeit a sum not exceeding	2	–	–
Every person who shall suffer any coal, stone, lime or other materials which shall fall off any waggon under his care, or which he shall team from any such waggon, to remain on the Railway, or on the sides thereof, and obstruct the passage thereof, shall for every such offence forfeit a sum not exceeding	2	–	–

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Whitby and Pickering Railway.

	£.	s.	d.
Every waggon or coach driver who shall not give immediate notice to one of the Company's servants of any accident happening to any waggon or other carriage on the Railway, or of any waggon passing on the Railway having broken or displaced any rail, point, crossing or switch-plate, shall for every such offence forfeit a sum not exceeding - - - - - - - -	2	–	–
Every person who shall unload any goods or merchandize at any place or places other than and except such places as now are or shall be appropriated for that purpose by the Company, or who shall refuse to deposit any goods or merchandize which shall be discharged from any vessel, waggon or other carriage on any of the Company's wharfs, in the place directed by the wharfinger or superintendent of the Company, shall for every such offence forfeit and pay any damage or injury occasioned thereby, and shall also forfeit a sum not exceeding - - - - - - - - - -	2	–	–
Every waggon-driver who shall permit any person or persons, except his assistants, or the Company's agents or servants whilst actually engaged in or going about the Company's business, to ride upon any waggon under his care not used for the conveyance of passengers, shall, for every person so taken up, forfeit a sum not exceeding - - - - - - - - -	–	10	–
Every coachman or waggon-driver who shall leave the coupling bars or connecting chains of waggons on any part of the Railway, except the place or places appointed by the Company's engineer for leaving the same, shall forfeit a sum not exceeding - - - - - - - - - -	–	10	–
Every waggon-driver leading coals, stone, lime, goods or materials who shall suffer the axles of any waggon or waggons at their bearances or journals to be without oil or grease, shall forfeit a sum not exceeding - - - -	1	–	–
Every waggon or coach-driver who shall neglect to adjust the switches, to answer the main line, shall forfeit a sum not exceeding - - - - -	1	–	–
Every waggon or coach-driver who shall take a siding, and shall neglect to adjust the switches after taking such siding, shall forfeit a sum not exceeding - - - - - - - - - - - - - - - -	1	–	–
Every waggoner leaving his waggons on the line when done with, and not removing them to a siding or place appointed, shall forfeit a sum not exceeding - - - - - - - - - - - - - - - -	1	–	–
Every owner or driver of any coach or other carriage used on the Railway for the conveyance of passengers, who shall refuse to conform to, or shall disobey, any of the rules, orders and regulations of the Company, or of the board or committee of directors, relative to the departure of any coach or other carriage from Whitby, Pickering, or any intermediate place upon the line of Railway, or the standing place of any other coach or carriage, shall forfeit a sum not exceeding - - - - - - - - - - -	2	–	–
Every owner or driver of any coach or other carriage used on the Railway for the conveyance of passengers, who shall carry, save for passengers only, any parcel or package exceeding 28 lbs. without duly charging for and accounting for the same to the treasurer of the Company, shall forfeit and pay a sum not exceeding - - - - - - - - - - -	2	–	–
Every driver of any waggon or other carriage, who shall permit or suffer any horse or horses under his charge to go or travel upon the footpaths by the sides of the Railway, shall forfeit and pay any sum not exceeding - -	2	–	–
Every owner or driver of any waggon, coach, or other carriage, used on the Railway for any purpose whatsoever, or any dealers in lime, coal, or stone, or other person, who shall, without first obtaining the consent of the treasurer, engineer, or any authorized agent of the Company, draw or cause to be drawn any such waggon, coach, or other carriage along the inclined plane of the Railway with or by means of any horse or horses or other cattle, or who shall, without having first obtained such consent, remove or draw, or caused to be removed or drawn, any such waggon, coach, or other carriage from any standing place or places of deposit for waggons, coaches, or carriages on the Railway, either for the purpose of obtaining a preference in the loading or unloading of any such waggon, coach, or other carriage, or for any other purpose whatsoever, not authorized as aforesaid, shall for every such offence forfeit and pay a sum not exceeding - - - - -	2	–	–
Every driver or owner of any waggon, the gauge of the wheels of which not not being at the distance of 4 feet 5 ½ inches from the outside of the flange of each wheel, not having the tread of any wheels less than three inches, or the axles more than four feet apart from centre to centre, shall forfeit and pay any sum not exceeding - - - - - - - - -	5	–	–
Any person or persons bringing any waggon or waggons upon the Railway or branches not constructed in a manner to be approved by the Company's engineer, shall for every offence forfeit and pay any sum not exceeding -	1	–	–
Every owner of coals, lime, stone, minerals, lead, goods, or merchandize, who shall permit the same to remain an unreasonable time on the Railway in the waggon carrying or conveying the same, to the inconvenience of traders thereon, shall forfeit and pay to the Company the expense of removing such goods or merchandize, and also a sum not exceeding - - - -	2	–	–

	£.	s.	d.
Any agent or toll collector, being himself the owner of or interested in any waggons or horses, or any coach or coaches for the conveyance of passengers, trading or passing on the Railway, being a dealer in or retailer of liquors, victuals, or any other goods upon the Railway, without leave of the Board or Committee of Directors, shall forfeit a sum not exceeding - -	5	–	–
Any person whatever, not duly authorized, interfering with the switches or altering the same, so as to prevent their answering the main line, shall forfeit a sum not exceeding - - - - - - - - - - - -	2	–	–

That none of the penalties by these bye-laws imposed, where the amount exceeds 10*s.*, but does not exceed 20*s.*, shall be mitigated to less than 5*s.*, nor any of the penalties above 20*s.* to less than 10*s.*

Regulations for taking the Sidings.

A LOADED train of waggons descending, meeting a loaded train ascending, the loaded train descending shall take the siding, except when the several waggons shall meet between sidings, in that case the loaded waggons ascending shall put back into the next siding down the way.

All empty waggons ascending or descending shall take the sidings nearest on meeting loaded waggons.

A coach for the conveyance of passengers shall not take the siding unless it shall meet a loaded train of waggons.

All waggons and other carriages passing along the Railway, and carrying coal, stone, lime, lead, merchandize, or any other heavy goods, shall, on being overtaken by a coach or coaches for carrying passengers, stop at the first siding such waggon and other carriage shall arrive at, and allow such coach or coaches to pass; and on approaching to meet any such coach or coaches, all waggons and other carriages as aforesaid shall in all cases stop at the siding next to the last siding which such coach or coaches may be at or shall have passed, so as to allow any such coach or coaches to proceed.

	£.	s.	d.
All waggon-drivers ascending or descending the line of Railway with loaded or empty waggon or waggons, shall, on the approach of a coach (if the same shall be within the distance of half a mile), on arriving at the first siding, put his waggon or waggons thereon, and allow such coach to pass on, and if any such waggon-driver shall neglect so to do, he shall forfeit and pay a sum not exceeding - - - - - - - - - - - -	2	–	–
For every infringement of any of the above regulations respecting the taking of sidings, except the last, a penalty shall be incurred by every waggon-driver or coach-driver so infringing on any of the above regulations not exceeding	–	10	–

As to Persons using the Railway on Foot.

That no persons be allowed to walk along the Railway but upon payment of such toll or other compensation, and subject to such regulations, as the Directors shall from time to time think proper to order and appoint.

EDINBURGH AND DALKEITH RAILWAY.

Sir, Edinburgh, 18 March 1839.

IN answer to your letter of 13th instant, I beg to send you the enclosed Return of all Bye-laws imposing penalties upon any persons other than those in the service of the Edinburgh and Dalkeith Railway Company.

I have, &c.

The Hon. Fox Maule. (signed) *James Hay Mackenzie*, Joint Clerk.

REGULATIONS established by the *Edinburgh and Dalkeith Railway Company*, under Authority of the Acts 7 Geo. 4, c. 98, 10 Geo. 4, c. 122, and 4 & 5 Will. 4, c. 71.

1. Every person who shall pull down, deface, or destroy, any printed order or public notice, or who shall walk or ride on any part of the Railways, or any depôt, or shall do damage to any of the works, or shall throw any stones, rubbish, or other thing upon the Railway or other works, or who shall, by any means, obstruct the free passage along the Railway, shall pay the expense of repairing any damage he may have done, and incur, for each offence, a penalty not exceeding 5 *l.*

2. Every person who shall walk, ride, lead, or drive any horse or other beast, or who shall conduct any cart or carriage, not constructed in conformity to the rules prescribed by the Company, along the Railway, or upon any of the depôts, shall incur, for each offence, a penalty not exceeding 5 *l.*

But the owners and occupiers of the lands through which the Railway passes, and their servants or workmen, may cross the Railway for the occupation of their respective farms, not damaging or obstructing it under a penalty of 5 *l.*

3. Every

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Edinburgh and Dalkeith Railway.

3. Every owner or person in charge of waggons or carriages, who shall neglect or refuse to pay the rates, or any part of the rates, shall have his goods, waggons, and beast detained; and, if payment be not made within three days after the seizure, they shall be sold for payment of the rates and the expenses.

4. Every owner or person in charge of waggons, who shall make a fraudulent claim of exemption from rates, shall forfeit, for each offence, 5*l.*

5. Every owner or person in charge of any waggon or carriage obstructing the Railway or any wharf, shall, for each offence, forfeit 2*l.*

6. Every person in charge of waggons, neglecting to shut any gate after he has passed through, shall, for each offence, incur a penalty not exceeding 5*l.*

7. Every owner or person in charge of waggons, who shall have the gross weight of any waggon, and its load, greater than 3 ½ tons avoirdupois, or who shall refuse to allow any of his waggons to be weighed, or gauged, or measured, by any officer of the Company, when required, or who shall neglect to have on each of his waggons the owner's name and place of abode, its tare and its number, painted in white letters and figures, two inches high, on a black ground, or who shall have the load of any waggon projecting more than 12 inches beyond the flanch of its wheel on either side, shall incur, for each separate offence, a penalty not exceeding 5*l.*

8. Every owner or person in charge of waggons, who shall neglect or refuse to give to the collector appointed to receive it, a bill of lading, containing an account, signed by him, or by the owner or consigner of the goods, of the weight of the goods, or number of passengers or parcels in each of his waggons, with the names of the places whence they have come, and whither they are going, or who shall give a false account of his goods, or shall deliver any of them at any other place than is stated in his way-bill, or who shall load or unload any waggon at any other place than a wharf, branch Railway, or other place, permitted by the Company, shall incur, for each separate offence, a penalty not exceeding 5*l.*; and manure or fulzie of any kind shall not be unloaded, nor laid down, nor loaded, nor shall remain at any other place than the depôts appointed for that purpose, unless specially permitted by the committee or manager.

9. Every collector who shall charge a greater or less amount of dues than the Company have authorized, shall incur, for each offence, a penalty not exceeding 10*l.*

10. No coals or other articles shall be placed in any of the Company's depôts or wharfs, unless they have been carried, or are to be carried, on the Railway; and no coals shall be carted out of St. Leonard's depôt without having been weighed on the Company's steelyards, and no cart shall be brought into any of the Company's depôts which has not painted legibly on one side its owner's name and place of abode, and its tare, under a penalty, for each offence, not exceeding 5*l.*

11. Every person who shall, without leave granted by the committee or the manager, conduct any waggon or carriage past the station of any collector during any other time of the day than between six o'clock A. M. and eight o'clock P. M., in the months of April, May, June, July, August, and September; between seven o'clock A. M. and seven o'clock P. M., in the months of October, November, December, January, February, and March, shall incur, for each offence, a penalty of 5*l.*

12. Every person in charge of waggons, who shall absent himself from his horses or waggons, or who shall draw off any waggon, except at the proper off-sets, or who shall allow anything which may fall from his waggons to remain upon the Railway, or who shall refuse to give his name and place of abode, or to show his way-bill or his pass to any officer of the Company who may demand the same, shall incur, for each offence, a penalty not exceeding 5*l.*

13. Owners of waggons shall be liable for damages caused by their servants, and shall have a claim on account thereof against such servants.

14. No person shall smoke tobacco in or near to any carriage or shelter-house; and no person who is drunk or filthy, or in any way a nuisance to the passengers generally, shall enter or remain in any coach or shelter-house, and no dog shall be placed in the inside of any coach; nor shall any person whatsoever do or say anything to annoy or alarm any other person or any passenger in a carriage, nor shall any person disobey or resist the directions of any of the Company's officers, or refuse to quit any carriage or house, or other premises of the Company, under a penalty of 5*l.* for each offence.

15. Every person using or walking on any part of the Railways, or any of the depôts, or travelling in any railway-carriage, shall, in all matters, submit to the directions of the manager or other officer of the Company, under a penalty, for each offence, not exceeding 5*l.*; and the officers of the Company are authorized to seize and detain any person resisting their directions, or committing damage, or creating disturbance and annoyance to the passengers in any carriage, or trespassing on, or obstructing the Railway, or any depôt, and to carry such person before a justice of the peace without any warrant, or to force such person out of any carriage, and out of the Company's premises.

16. Every waggon and carriage used upon any part of the Railways shall be constructed, either in conformity to a pattern shown by the manager, or according to a specification issued by him, under a penalty not exceeding 5*l.* for each time it shall be used upon the Railways; and the manager is authorized to turn off the Railways every waggon or carriage which is not made to his satisfaction.

17. All waggons or carriages moving along the Railway, or any of its branches, shall generally be kept upon the line which is on the left of the direction in which they are going.

18. When a person in charge of waggons arrives at a passing-place, or at a branch railway, which

which he means to enter, and sees a carriage or waggons advancing between him and the next passing-place, he shall stop until the advancing carriage or waggons have passed him; and carriages or waggons that are waited for shall be hastened as much as possible.

19. In the event of waggons or carriages meeting between passing-places, owing to its having been impossible for their attendants to see each other, the following rules shall be observed: 1st, When both trains are loaded, or both empty, those nearest to a passing-place, or furthest from reaching the half-way mark, shall give way; 2d, Empty waggons shall always give way to loaded waggons or carriages; 3d, On the Leith and Fisherrow inclines, all waggons and carriages ascending shall always give way to loaded burden-waggons descending; and, on the Fisherrow incline, a train of more than four empty waggons must always be allowed to descend to the nearest passing-place; 4th, Every means must be taken, which circumstances will admit, to facilitate the ready passage of every carriage containing passengers, and all other carriages or waggons, whether loaded or empty, shall, in as far as possible, and with all possible speed, give way to carriages containing passengers.

20. When a driver of waggons, or of a coach, running under the rate of eight miles an hour, observes or hears a coach advancing behind him at a quicker rate, he shall hasten to the next passing-place, and shall stop and allow such fast travelling coach to pass him; but a coach shall never be passed until it has been stopped.

21. Every driver of carriages or waggons shall keep a constant look out in front of his horse, and shall not, on any account, lie down in a waggon, he shall walk by his horse's head at each off-set plate, and within 50 feet of the same, and shall adjust the switches to answer the road which he may wish his waggons to enter; and, when his waggons have passed any off-set plates, he shall always adjust the switch or switches to answer waggons going on the main road; but the drivers of coaches are exempted from alighting and adjusting the switches after having passed them.

22. On Fisherrow branch, not more than four loaded waggons with screw breaks, or three loaded waggons, or six empty ones with lever breaks, shall be allowed to descend in charge of a single driver; when waggons or carriages arrive at the bottom of the said branch, they shall always be stopped on the south side of the high road between Edinburgh and Musselburgh, and shall, on no account, be allowed to cross that road by means of their acquired speed, nor to stand still upon the road; and, as soon as the waggons have been drawn across the road, their driver shall open the switch at the bottom of the inclined plane.

23. No waggon nor coach shall be allowed to enter any off-set plate, at a speed exceeding four miles an hour; nor shall any waggon or coach be allowed to descend the Edinburgh or Fisherrow inclined plane at a speed greater than six miles an hour.

24. The hours of departure of coaches, and every arrangement connected with the conveyance of passengers and goods on the Railway, shall be such as the manager of the Railway approves of and authorizes; and every coach shall start punctually at its advertised hour: and no coach shall commence any trip on the Railway at any other time of the day than one of the hours stated in the tables relating thereto, placed upon the collector's offices; and coaches or waggons departing at the same, or nearly the same time, shall keep together during their journey, the distance between two coaches being neither more nor less than 20 yards. And the speed of coaches shall be above an average of eight miles per hour.

25. The driver of every coach shall have a horn, which he shall sound at all times when he is approaching any road; he shall begin to sound when he is at least 50 yards distant from the road, and shall continue sounding till he has crossed the road.

26. No driver shall stop his waggons that he may feed his horse, or eat his dinner, or do anything else, except at South Esk depôt, the bottom of the Edinburgh incline, or other place pointed out by the Company's servants.

27. Every carriage running upon the Railway half an hour after sunset, shall be lighted inside, and shall have two lanterns in its front containing bright lights; and burden-waggons shall have one light in front of the leading waggon of each train; and waggons or carriages that have no light at such time, shall everywhere give way to waggons or carriages that have a light or lights.

28. No carriage with passengers shall ascend or descend any inclined plane without a person stationed at each of its two friction levers, ready to use the same when required; and no carriage that has only one friction lever shall descend any inclined plane without being coupled to another carriage having also a friction lever.

29. No carriage shall have a greater number of persons placed in it than has been fixed by the manager of the Railway, and marked upon the carriage; and no person shall be allowed to sit or stand upon the trams between two carriages, nor upon the top of any carriage.

30. No carriage shall be stopped for the purpose of having the passengers' tickets taken from them at any other place than one of the Railway collectors' offices; and no carriage shall on any account be detained at the bottom of any inclined plane after having descended, but shall, without delay, have the horse yoked and be drawn away.

31. Every waggon or carriage shall be stopped at each collector's station until the collector or other officer of the Company shall order it to be drawn away.

32. The front seat of the foremost carriage shall be always kept gratis, for the use of the Company's officers.

33. No person shall be employed as a driver of any waggon or carriage, nor in any other capacity, upon the Railway or any depôt, unless he is approved of by the manager; nor shall

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Edinburgh and Dalkeith Railway.

shall any person be upon the Railway, nor in any of the Company's premises, unless he is permitted by the manager of the Railway.

34. No person shall sell tickets, or otherwise invite passengers to a coach, except within an office allotted for that purpose: nor shall sales of coals or other goods be attempted except within the offices let for that purpose.

35. No person in charge of a cart shall sit upon the cart while it is in the Company's premises, but shall walk by his horse's head, and keep hold of the halter or bridle.

36. No horse shall be employed upon the Railway unless he is approved of by the manager; and all harness, reins, &c. of horses, and the couplings, steps, lamp-irons, and lamps, and all appointments of coaches, shall be in a complete and efficient state, and the dress of drivers shall be to the satisfaction of the manager.

37. If any person shall drive any carriage or waggon recklessly or furiously, or so as to injure or endanger any person or property; or shall drive it against any other carriage or waggon, or shall drive it over the rails, or shall allow it to run a-main, or shall create any disturbance or obstruction upon the Railway or any depôt, or shall strike or use any abusive language towards any of the Company's servants, or other person, or shall cause any alarm or annoyance to any passenger, or shall disobey, or aid in disobeying, the directions of any of the Company's officers, or shall refuse to quit the Railway or other premises of the Company, when warned to do so, he shall forfeit the highest penalty.

38. Every servant of the Company is bound to enforce compliance with every regulation, or to report to the manager every neglect of the same, under a penalty of 10*s.*

39. Every person committing a breach of any one, or any part of any one, of the foregoing regulations, shall forfeit and pay a penalty, not exceeding 5*l.* sterling for each offence.

By order of a general meeting of the Company, held the 29th July 1835.

(L. S.) *D. Rankine*, Manager.
Jas. Hay Mackenzie, Joint-Clerk.

GARNKIRK AND GLASGOW RAILWAY.

Garnkirk and Glasgow Railway.

Sir, Glasgow, 27 March 1839.

In obedience to your request, I beg to enclose three copies (in different forms) of the bye-laws and regulations of the Garnkirk and Glasgow Railway Company. In consequence of a clause in an Act passed in last session of Parliament, regarding this Company, the regulations were submitted to and approved of by the sheriff of the county; but similar rules were in force for several years previously.

If a return, in any other form, is requisite, it shall be furnished when desired.

I have, &c.
(signed) *Charles Alexander King*,
Secretary.

The Hon. Fox Maule,
&c. &c. &c.

Regulations and Penalties.

BY the Acts of Parliament, 7th Geo. 4, c. 103, and 1st & 2d Victoria, c. 60, the Penalties, herein undermentioned, are authorized to be levied for each of the following Offences committed on the said Railway, or on the Works and Property therewith connected:

1. Injuring any printed order or notice, 5*l.*

2. Unauthorized persons, or horses, cattle, or any other thing, passing over or along, or in any way using the Railway, or paths or property of the Railway Company, 10*l.*

3. Injuring or deranging any part of the Railway or works, or placing or throwing any stone or other thing thereon, or extinguishing any light thereon, or on the engines or carriages, 10*l.*

4. Waggons or other carriages passing along any part of the Railway, unless properly fitted therefor, to the satisfaction of the Company's engineer, 5*l.*

5. Not having the owner's name and place of abode, and the number, conspicuously painted on each waggon, 5*l.*

6. Altering, erasing, or destroying the name or figures on waggons or other carriages, 5*l.*

7. Overloading any waggon or other carriage, or allowing loading to project, so as to obstruct the passage of other carriages, or spilling anything upon the Railway or works, 2*l.*

8. Refusing to permit waggons or other carriages to be gauged or measured, 5*l.*

9. Suffering waggons or other carriages to obstruct the passage of the Railway, or not removing them on request made, 2*l.*; and 2*l.* for every hour they remain after such request.

10. Neglecting to shut gates on Railway, 5*l.*

11. Owners or persons in charge of waggons and goods neglecting or refusing to give the collectors a true written account of the quantity of goods carried, from whence brought, and where to be unloaded, or to produce a bill of lading, or giving a false account, or delivering any goods elsewhere than the place mentioned in such account, 10*s.* for each ton so carried.

12. Fraudulently

12. Fraudulently carrying or conveying anything on the Railway on payment of lower rates than are leviable, 5 *l.*

13. Loading or unloading goods elsewhere than at the regular wharfs or loading places, 5 *l.*

14. Sending or carrying by the Railway aqua fortis, vitriol, gunpowder, or other goods of a dangerous nature, without distinctly marking the nature thereof on the outside of the package, or giving notice in writing to the Company's proper servant with whom the same is left, at the time of sending, 10 *l.*

15. Any wharfinger or other servant of the Company showing partiality in loading or unloading waggons, 2 *l.*

16. Collectors, on receiving payment of dues, refusing to give a ticket denoting such payment, or to tell their names when demanded, or using scurrilous language, 5 *l.*

17. Any person in the Company's service found in a state of drunkenness on the Railway, or depôts, or other premises, 5 *l.*

18. Any person summoned as a witness before any magistrate, in relation to any offence or matter referred to in said Acts, and refusing or neglecting to appear, on tender of reasonable expenses, or refusing to give evidence, 10 *l.*

By the said Acts, Power is also given to make and enforce the following Bye-laws and Regulations, Neglect or Contravention of any of which subjects the Party in fault to be fined in any Sum not exceeding 5 *l.* sterling.

1. No person shall pass upon the Railway with waggons or other carriages earlier than one hour before sunrise, or later than one hour after sunset upon work-days, nor at any time upon Sundays, without written leave from the Company.

2. The owner's name and designation, and the number of every waggon, engine, or other carriage, to be put on the Railway, shall be entered at the Company's office before being run on the Railway.

3. No single waggon with its load, shall exceed the gross weight of four tons avoirdupois. The load shall always be sufficiently fixed and properly secured by the owner.

4. Every overloaded waggon shall, besides the penalty, be charged double tonnage and haulage dues, and the Company's servants shall detain and unload the same at the risk and expense of the owner or possessor of the waggon or goods; and every waggon, having its load insecurely fixed, shall be stopped, and put aside, at the owner's risk and expense, besides the penalty.

5. Waggoners and others shall, on all occasions, obey the directions of the Company's servants, to prevent their impeding or coming in contact with other carriages, or any other directions for the general convenience and safety of the trade.

6. All carriages shall take the north line of rails in going east, and the south line in coming west, unless otherwise directed by the Company's servants. *Note.* The passenger trains go both east and west upon the north line; waggoners and others must therefore attend to this, to avoid interrupting these trains.

7. Waggons and other carriages shall always give way and place to locomotive engines and to passenger carriages. No person shall start waggons or other carriages from any depôt or siding, or other place, when he is unable to arrive at and enter a siding with his waggon before meeting with or being overtaken by an engine, or passenger carriage, and avoid interrupting or delaying the same.

8. Collision with or interruption given to locomotive engines, or to passenger carriages, by waggons or other carriages drawn by horses or otherwise; or wilful and unnecessary interruption or collision by, or among horse-hauled waggons themselves, or by or among engines; and also collision or interruption, by engines or passenger carriages, to or with other carriages, beyond what is necessary and permitted by the regulations.

9. No waggoner or other person shall unnecessarily stop or place any waggons or other carriages on the crossings of public roads, so as to interrupt the passage thereof.

10. Waggons when drawn off into sidings must be so placed as that they may be cleared by other carriages and their loadings, and by the engines; or by the passenger carriages, with open doors, passing on the main line.

11. No waggon, or other carriage, shall be taken off the Railway, except at the proper offsets, nor be put on the Railway, or loaded or disloaded, except at the places authorized by the Company.

12. Every person going into or leaving a siding with a waggon, engine, or other carriage, shall adjust the switches, or other machinery, to suit the road he is taking, and shall, after passing, re-adjust the same so as not to interfere with the main line.

13. Persons disloading goods, on the Railway or depôts, shall arrange or place the same as directed by the Company's overseers or servants.

14. Persons in charge of waggons, engines, carts, or other carriages, shall not absent themselves therefrom while they are in use upon the Railway or depôts.

15. Waggoners and others shall, at all times, provide against their horses starting, or otherwise coming in the way of the engines or other carriages, or otherwise getting beyond the driver's control.

16. No person shall run or drive waggons, engines, or other carriages, negligently or recklessly, or at a greater speed than directed by the Company's overseers; and all engines, carriages, or trains going in the same direction, on the same line, shall be kept at a safe and proper distance from each other.

17. Every owner or driver of waggons, or other carriages, shall have each of them furnished

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furnished with a proper and sufficient break or drag, coupling chains, pins, and other requisite gearing.

18. While on the Railway in the dark, every engine or waggon, or race or train of waggons, or other carriages, shall carry one or more lights, as may be necessary, so as to be distinctly visible from other carriages following or preceding them. No person shall carry or exhibit lights on the Railway, except in compliance with this regulation, or the special order of the Company.

19. No driver, owner, or possessor of waggons, shall allow them to go on the Railway without being properly greased.

20. No water, oil, grease, or other thing shall be applied to the surface of the rails, or to the tread of waggon wheels, on pretence of diminishing friction, or on any other pretence whatever.

21. All waggons, engines, and other carriages, improperly greased, or otherwise out of proper order, or incomplete in their furnishings, and all horses unfitted for safe use on the Railway, may be stopped and put aside, at the owner or driver's expense and risk; and the driver or owner shall immediately remove the same in a safe and proper manner, as may be directed by the Company's overseers.

22. In descending the inclined plane of the Railway, there shall always be one dragsman to every four or less number of waggons or other carriages, except when they are hauled by engines, in which case the number of dragsmen shall be as the Company's overseers may direct. Dragsmen shall occupy the front carriage of the train in their charge.

23. Ignorantly or negligently allowing waggons to uncouple and escape, or waggons, or trains of waggons, or other carriages, going beyond the easy control of the breaks or drags, in coming down the inclined plane, or on any other part of the Railway.

24. Coupling chains, attached to waggons and other carriages, if not used in drawing the same, shall always be hung up so as not to touch or trail upon the road.

25. No person shall, at any time, go into or upon any waggon, engine, or other carriage, not being a passenger carriage, excepting the person in the *bonâ fide* and necessary charge thereof; nor shall any person go upon the outside of any passenger carriage, or enter, or attempt to enter, or quit the same, while it is in motion, or at any other time than when stationed for receiving passengers, and under the direction of the persons in charge of such carriages.

26. Owners or persons in charge of waggons, engines, or other carriages, except authorised passenger carriages, permitting any person to ride upon or within the same.

27. Every person in charge of waggons or goods, or otherwise passing along the Railway, except passengers, conforming to the regulations, in the passenger coaches thereon, shall tell, on demand, his name and place of abode, and show his bill of lading, or his pass, to any overseer, collector, or other officer of the company.

28. Traders and others shall only use such wharfage or depôt ground as may be allotted to them; and they shall not interfere with or interrupt other trade, by occupying the ground an unreasonable time, or otherwise.

29. No spirits or other intoxicating liquor shall be used in the waggons, or other carriages, nor upon the Railway, or depôts, or works therewith connected.

30. All waggoners, and others, using the Railway, shall give immediate notice, to the Company's overseers, of any displacement or breakage of the rails, switches, or other parts of the works, and of any accident that may happen to any waggon, engine, or other carriage on the Railway.

Regulations for Passengers.

Passengers, by the Company's coaches, shall take charge of their own luggage, for loss of, or damage to which, the Company shall not be responsible; nor shall they be responsible for accidents of any kind occurring from no culpable negligence on their part. Luggage exceeding, in weight or bulk, what can be carried in the hand, and put under the passengers' seat, and dogs and the like, shall only be carried in the passenger train when there is a spare and suitable waggon, and shall be paid for extra. Fares shall be paid, or tickets delivered, on demand, to the collectors thereof. At the stations where tickets are sold, passengers will provide themselves with tickets before entering the carriages.

Passengers shall take and keep the seats allotted to them, and shall not stand up in the carriages, or on the seats, nor lean upon the doors, or over the sides. The carriage doors shall always be kept shut, except when they require to be opened by the persons in charge. At the Gartsherrie and Coatbridge stations, or elsewhere, when required, passengers shall shift their places in the trains, as directed by the attendants. They shall not enter or quit the carriages while they are in motion.

No passenger or other person shall unnecessarily interfere with any part of the carriages or machinery, or hold conversation with the enginemen, or other servants of the Company, while on duty; and no passenger shall intrude upon or annoy other passengers. Smoking in or near the carriages shall not be permitted.

No intoxicated person shall be allowed to travel by the Railway, and no spirits or intoxicating liquor shall be permitted to be used thereon or in the carriages.

General Notices.

All goods and property of every description, conveyed by the Railway, and liable to injury from the weather, or from smoke, sparks, or fire, must be protected therefrom, by the owner;

owner; and the Railway Company will not be responsible for the same, unless under a special bargain to that effect.

All rates or dues are payable in advance, and on demand, otherwise the waggons, goods, or other property, may be detained, at the owner's risk, and advertised and sold for payment of the dues thereon, arrears, if any, and expenses.

All persons using the Railway, or other property of the Company, shall, in every case, submit, in the first instance, to the directions of the Company's officers.

In default of payment of the penalties, offenders are liable to imprisonment for a period not exceeding three months.

Masters or owners of waggons, horses, or other property on the Railway, liable for all trespasses and damages committed by persons employed by them, on the Railway and works, or on any property adjoining the same, but servants liable to repay their masters, or to imprisonment for a period not exceeding six months.

All the foregoing statutory and bye-law penalties are exclusive of damages and expenses, if incurred, and do not supersede punishment under the criminal law of Scotland, in cases of malice or felony.

The servants of the Company are authorized to seize and detain any unknown person or persons found upon the Railway, or depôts, or other property therewith connected, without lawful cause, or in any other way infringing the regulations, and to carry such persons before a magistrate, without any warrant; and they are also authorized in all cases of danger or annoyance to the public, or the Company, in the lawful use of the Railway, to interfere summarily, and obviate or remove such danger, or nuisance, or hindrance. The constables of the Company have power to act on any part of the Railway premises, and within half a mile therefrom, for the preservation of the peace, and protection of persons and property.

Glasgow, 1 December 1838.—The foregoing are the Bye-laws and Regulations submitted to, and approved of, and confirmed by me, *ad interim*, and referred to in my deliverance of this date, upon the memorial presented to the Sheriff of Lanarkshire, for the Garnkirk and Glasgow Railway Company.

(signed) *A. Alison*,
Sheriff of Lanarkshire.

Railway Office, 1 December 1838.
Charles Alex. King, Sec.

ARDROSSAN AND JOHNSTONE RAILWAY.

Sir, Railway-Office, Ardrossan, 21 March 1839.

I am directed by the committee of management of this Railway, to acknowledge receipt of your communication to them of the 13th instant, and, as therein requested, to forward to you the enclosed copies of the Bye-laws of the Company.

I have, &c.
(signed) *James Moffat*,
Clerk and Superintendent.

Hon. Fox Maule, M.P.
&c. &c. &c.

Bye-Laws and Regulations of the *Ardrossan and Johnstone Railway*, established by the Company of Proprietors of the Glasgow, Paisley, and Ardrossan Canal and Railway, at their Annual General Meeting, held at Paisley, on the 1st day of November 1838, under Authority of the Acts 46 Geo. 3, c. 75, and 7 & 8 Geo. 4, c. 87.

By these Acts power is given to make and enforce the following Bye-laws and Regulations; neglect, contravention or infringement of any of which, subjects the party in fault to a Penalty not exceeding 5*l.* sterling.

1. Any person who shall pull down, deface or destroy any printed order or public notice regarding the Railway, or works therewith connected; or shall trespass on the Railway, or any depôt or station, or who shall do damage to any of the works, or who shall lay down any rubbish or other nuisance upon the Railway, or any depôt; or who shall in any way interfere with the Railway works, or interrupt the free passage thereon, shall pay the expense of repairing the damage they may have done, besides incurring the penalty.

2. No person shall walk or ride on the Railway, without written leave from the committee of management, or the superintendent; nor walk, lead or drive any horse, cow or other beast thereon.

3. The rates shall be payable on demand, and in case of refusal or neglect of payment, the goods, waggons, and other things may be seized and detained until payment shall have been made; and if such goods, waggons, and other things shall not be redeemed within 21 days next after the seizure, they shall be sold for payment of the rates and expenses. And any person in charge of waggons or carriages who shall make a fraudulent claim of exemption from rates, shall incur the penalty.

4. The drivers, or persons in charge of waggons, shall shut the Railway gates after their waggons have passed through.

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5. The gross weight of any waggon used on the Railway shall not exceed four tons avoirdupois; and the load of any waggon shall not project more than 18 inches beyond a plane vertical to the flanch of the wheel on either side.

6. Every owner or person in charge of waggons, shall give to the collector appointed to receive it, a bill of lading, signed by him, containing a true account of the number of waggons and weight of the goods, with the names of the places whence they have come, and whither they are going. And any person who shall neglect or refuse to do so, or who shall give a false account of his goods, or shall deliver them at any other place than is stated in his waybill, shall forfeit and pay the sum of sixpence for every ton of goods or other things which shall be in or upon any such waggons, over and above the usual rates payable for the same.

7. Collectors charging a greater or a less amount of dues, than the Company have authorized, will be liable in the statutory penalty.

8. No waggon shall be allowed to pass along the Railway at any other time than between seven in the morning and five in the evening, during the months of November, December, January and February; between five in the morning and eight in the evening during the months of March, April, September, and October; or between four in the morning and nine in the evening, during the months of May, June, July and August in every year; without the written consent of the committee of management, or the superintendent.

9. No person in charge of waggons shall absent himself from his horses or waggons, while they are on their journey, nor shall leave them at any depôt or wharf, until he has taken them off the main line.

10. No waggon shall be loaded or unloaded at any other place than is permitted by the Company, nor shall be allowed to stand in any offset without such permission.

11. Every person in charge of waggons shall show his waybill or pass to any officer of the Company who may demand the same; and no person shall allow anything which may fall from his waggons to remain upon the Railway.

12. Owners of waggons shall be answerable for any damage done or penalty incurred by their servants, they having a claim against such servants for the amount of the damage or penalty.

13. Every person in charge of waggons or goods, or who may be passing along, or in any way using the Railway (excepting passengers in the passengers' carriages conforming to the regulations), shall tell, on demand, his name and place of abode to any officer of the Company.

14. Waggoners, and all other persons using the Railway, shall on all occasions attend to the directions of the Company's servants, for the general convenience and safety of the trade.

15. Waggons and carriages going east shall be kept on the north line, and going west on the south line, unless when otherwise directed by the Company's officers.

16. Waggons and carriages for goods shall always give way and place to passengers' coaches. No person shall leave any station, or offset, or other place, when he is unable to arrive at and enter the next offset or crossing with his waggons before meeting with or being overtaken by a passengers' coach, and avoid interrupting or delaying the same.

17. When a person in charge of waggons arrives at a passing place, or at a branch Railway which he means to enter, and sees a carriage or waggons advancing between him and the next passing place, he shall stop until the advancing carriage or waggons have passed him; and carriages or waggons that are waited for shall be hastened as much as possible.

18. In the event of waggons meeting between passing places, the following rules shall be observed:—1st, When both trains are loaded, or both empty, those nearest to a passing-place shall give way, and allow the others to proceed; 2d, Empty waggons shall always give way to loaded waggons.

19. When a driver of waggons observes or hears a passengers' coach advancing behind him, he shall hasten with all speed to the first passing-place, and shall there stop his waggons, and allow such coach to pass him; and no waggons shall ever be passed until they have been stopped.

20. Every driver shall keep a constant look-out both before and behind his waggons, and shall not on any account lie down in a waggon; he shall walk by his horse's head at each offset plate, and for at least twenty yards on each side of the same, and shall adjust the switches to answer the road which he may wish his waggons to enter, and when his waggons have passed any offset plates, he shall always adjust the switches to answer waggons going on the main road: but the drivers of passengers' coaches are exempted from alighting and adjusting the switches after having passed them.

21. No waggons shall enter any offset plate, nor cross any public road or highway, at a speed exceeding three miles an hour (the speed of passengers' coaches shall at these places be limited to six miles an hour); and no carriages or waggons of any description shall be allowed to stand on the crossings of public roads, so as to interrupt in any way the passage thereof.

22. All waggons departing from any colliery depôt or station at the same or nearly the same time, shall be kept together during the journey, the distance between any two trains being never more than twenty yards.

23. No driver shall stop his waggons upon any part of the line for the purpose of feeding his horse, eating his dinner, or for any other purpose, unless when and where permitted by the Company's officers.

24. Every carriage running upon the Railway half-an-hour after sunset, or earlier than half-an-hour before sunrise, shall have two lanterns in its front containing bright lights, and

burden

burden waggons shall have one light in front of the leading waggon of each train, and waggons or carriages that have no light at such time shall every where give way to waggons or carriages that have a light or lights; and may besides be stopped and put aside by any of the Company's officers, at the owner's expense and risk.

25. All waggons and carriages shall be stopped at each collector's station, until the collector or other officer of the Company shall allow them to proceed.

26. No person shall be employed as a driver of any waggon or carriage, nor in any other capacity on the Railway, or on any depôt or station, unless he is approved of by the Company's superintendent; and owners of waggons and traders on the Railway shall be liable in the statutory penalty, if they allow any persons to be in their service on the Railway, after written intimation from the superintendent that they will not be so allowed.

27. No horse, mare, or other animal shall be allowed to draw or track waggons, or do any other work upon the Railway, if objected to by the Company's superintendent.

28. No carriage for the conveyance of passengers shall have a greater number of persons placed in it than has been fixed by the superintendent of the Railway.

29. All waggons or other carriages, out of proper order, with bent axles, or incomplete in their furnishings, and all horses unfit for the work, and which may obstruct the trade on the line, may be stopped summarily by any of the Company's officers, and put aside at the owner's expense and risk; and the owner or driver shall immediately remove the same, in a safe and proper manner, as they may be directed by the Company's officers.

30. No person shall at any time go into or upon any waggon or other carriage, not being a passengers' carriage, except the person in the actual and necessary charge thereof.

31. Owners or persons in charge of waggons or other carriages, not being a passengers' carriage, shall not permit any person to ride in or upon the same.

32. All passengers by the Company's coaches shall take charge of their own luggage, and the Company will not be responsible for any damage done to, or for the loss of it. Luggage exceeding in weight and bulk what can be carried in the hand, and put under the passengers' seat, cannot be taken, unless when there is room, and the luggage paid for extra.

33. Passengers shall take and keep the seats allotted to them by the driver or guard. They shall not stand up in the carriages while they are in motion, nor lean over the doors and sides. The carriage doors shall always be kept shut, except when they require to be opened by the person in charge of the carriage.

34. Any passenger conducting himself improperly, or causing any annoyance to any other passenger, or using any improper, abusive, or scurrilous language to any person in or near the carriages, may be summarily removed from off the Railway by any of the Company's officers; and no person who may be intoxicated shall be allowed to enter the carriages. All smoking in or near the carriages shall be prohibited; and the fares shall be paid when requested.

35. If any person shall drive any carriage or waggon recklessly or furiously, or shall drive it against any other carriage or waggon, or shall drive it over the rails, or shall allow it to run a main, or shall create any disturbance or obstruction upon the Railway, or any depôt, or shall strike, or use any abusive language towards any of the Company's officers or other person, or shall cause any alarm or annoyance to any passenger, or shall disobey or aid in disobeying the directions of any of the Company's officers, or shall refuse to quit the Railway or other premises of the Company, when required or warned to do so by any officer of the Company, he shall forfeit the highest penalty.

36. No waggons, either loaded or empty, shall be allowed to stand upon either of the main lines of Railway at the Harbour of Ardrossan, unless when the owners of such waggons are engaged in shipping goods; but in all cases the owner, or person in charge of such waggons, shall draw them off the main line into the private offsets, to be made for that purpose by the parties engaged in shipping at Ardrossan, whenever they are directed to do so by any officer of the Company.

37. Every servant of the Company is bound to enforce compliance with every bye-law and regulation, or to report to the superintendent every neglect of the same.

By order of the Company,

(signed) *James Moffat,*
Clerk and Superintendent.

RULES of CONSTRUCTION for Waggons and Carriages used on the *Ardrossan* and *Johnstone* Railway.

1. EVERY waggon shall be furnished with a double-friction lever.

2. Every wheel shall be accurately centered, and firmly fixed on its axle.

3. The centre of the fore-wheel, and that of the hinder-wheel, shall not be farther asunder than four feet and a half.

4. The tread of every wheel shall be cylindrical, three inches and a half broad, and not less than 30 inches in diameter; and the interior ends of the treads of opposite wheels, where the crests spring, shall be exactly four feet five inches, and three quarters of an inch, asunder.

5. The flanch or crest of every wheel shall project exactly one inch beyond the surface of the cylindrical tread, shall be one inch thick at the base, and shall have a convex bevel of half an inch on each side, so that a cross section of the crest shall have the appearance of a gothic arch.

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Ardrossan and Johnstone Railway.

6. No part of any axle shall be less than three inches in diameter.

7. Every waggon or carriage shall have, on a conspicuous part of its near side, its owner's name and place of abode, its tare and its number, painted in white letters and figures, at least two inches high, on a black ground, no two waggons belonging to one person having the same number.

8. In all respects every waggon or carriage intended to be used on the Railway shall be made to the satisfaction of the Company's engineer or superintendent, and shall not be used upon the Railway until approved of by him, or other person appointed by the Company for that purpose; and no carriage, for the conveyance of passengers and parcels, shall be allowed to run upon the Railway without a licence from the committee of management.

The owner or person in charge of any waggon or carriage, which is not in conformity with the above rules, shall forfeit 1 *l.* sterling for each time such waggon or carriage is used upon the Railway.

By order of the Company,

(signed) *Jas. Moffat,*
Clerk and Superintendent.

KILMARNOCK AND TROON RAILWAY.

Kilmarnock and Troon Railway.

Return of the Bye-Laws of the *Kilmarnock* and *Troon* Railway Company.

Enacted 4 October 1811.

That all loaded waggons or other carriages employed on or using the said Railway, proceeding from Kilmarnock to Troon, shall on all occasions take, use, and proceed on the right-hand track or road of the said Railway; and the drivers, or other persons attending or conducting the same, shall in all cases take, use, and proceed in the middle path; and that every person offending against this rule or order, shall for every such offence forfeit and pay to the said Company any sum not exceeding 20*s.* nor less than 5*s.*

That no waggon or other carriage on or conducted along the said Railway shall on any account or pretext whatsoever be turned or driven off the proper road or track, or made to pass from one track of the said Railway to the other, except at the regular and proper places constructed for enabling such waggons or other carriages to turn out and pass each other; and every person offending against this rule or order shall for every such offence forfeit and pay to the said Company any sum not exceeding 20*s.*, nor less than 5*s.*

That the owner of every waggon or other carriage employed on or using the said Railway shall keep every such waggon or other carriage in good and perfect order and condition for working on the said Railway, so as not to be liable to injure or damage the same, and so that the wheels and axles of every such waggon or other carriage be in true and perfect positions, and the opposite wheels confined to such a distance as that the centre of the tread of one wheel to the centre of the tread of the other wheel shall not exceed four feet four inches, nor be less than four feet three inches; and that such wheels shall not exceed three feet in height; and no waggon or other carriage shall be suffered to pass on the said Railway, unless the same shall be kept in such perfect order and condition as aforesaid; and that every person offending against this rule or order, shall for every such offence forfeit and pay to the said Company any sum not exceeding 40*s.*, nor less than 20*s.*

And if at any time a waggon or waggons, or carriage or carriages, by accident or otherwise, be drawn off the road or proper track, the driver shall immediately stop until the same be placed in the proper road or track; but if it is known, or can be proved, that he has dragged a waggon or waggons, carriage or carriages, but one lineal yard after the same is out of its true road or track, he shall for every such offence forfeit and pay to the said Company any sum not exceeding 20*s.*, nor less than 10*s.*

That no waggon or other carriage employed on or using the said Railway shall be suffered or permitted to carry a greater quantity or weight of lading than will make the aggregate amount of the weight of such lading, and of such waggon or other carriage, taken together, two tons and a half legal weight; and that the owner of every such waggon or other carriage carrying any greater weight, unless in conveying any one article which may happen to exceed the weight above described, shall forfeit and pay to the said Company for every hundred pounds over and above such allowed weight, any sum not exceeding 20*s.*, nor less than 10*s.*

That no driver or other person having the conduct of any such waggon or other carriage shall permit or suffer the horses drawing the same, whether the same shall be loaded or not, to travel faster than a walk; and that every person offending against this rule or order shall for every such offence forfeit and pay to the said Company any sum not exceeding 10*s.*, nor less than 5*s.*

Enacted 17 July 1812.

That if any person shall be found walking upon or running down the banks of the Railway, or defacing or injuring the embankments of the same, or any part of the works; or if any person using the Railroad shall not take the proper tracks specified in the Regulations formerly published, or shall leave any of the gates on the Railroad open after passing through the same, every person so offending in any of these particulars shall forfeit a sum not exceeding 2*l.* sterling.

Enacted 15 October 1813.

That no person be allowed to drive cattle along the Railway, or to ride on horseback thereon, excepting the proprietors, the members of the committee of management, and the officers of the Company; with certification to such persons as shall contravene this regulation that they will be fined in the sum of 20*s.* for each contravention.

Enacted 11 September 1813.

That every person walking upon the slopes of the embankments of the Railway, or crossing said embankments at any other places than such as may be allowed and set out by the directions of the proprietors of the Railway, shall, upon conviction, forfeit not less than 5*s.*, and not more than 10*s.*, for the first offence, and double these sums for every subsequent offence.

If more than one person is found riding upon a loaded cart or waggon, the driver, upon conviction, shall forfeit not less than 5 *s.*, and not more than 10*s.*

That if a driver of any cart or waggon shall at any time suffer a wheel or wheels to pass upon the Railway out of their proper track, such driver shall, upon conviction, for every such offence forfeit not less than 5 *s.*, and not more than 10*s.*, and in the event of a repetition of the offence, these forfeitures to be not less than 10*s.*, nor more than 20*s.*

Extracted from the minute-book of the Company of Proprietors of the Kilmarnock and Troon Railway.

(signed) *Geo. Douglas*, Clerk to the Company.

WISHAW AND COLTNESS RAILWAY.

Sir, Glasgow, 21 March 1839.

Your circular, under date the 13th curt., addressed to the directors of the Wishaw and Coltness Railway, has been forwarded to me, as chairman of that body.

All the bye-laws in use on the Wishaw and Coltness Railway apply equally to the servants of the traders as to the servants of the Company, and the other persons who may be concerned; and I have therefore the honour of enclosing to you a printed copy of the whole code, which was enacted on the 30th September 1835.

I have, &c.

To the Honourable Fox Maule, &c. &c. &c. (signed) *R. Finlay*, Chairman.

Regulations and Bye-laws of the *Wishaw and Coltness Railway Company*; and Penalties imposed on Persons for not observing or for infringing these Regulations and Bye-laws.

	£.	s.	d.
1. All drivers shall carefully attend their horses, carriages, or steam-engines; and every driver absenting himself from his horse, carriage, or steam-engine, passing upon the said Railway, or negligently driving the same, shall forfeit to the Company a sum not exceeding - - - - - - - - -	–	10	–
2. No person shall draw off any waggon, except at the proper branches, or turn-out places; and any person infringing the regulation, shall forfeit to the Company a sum not exceeding - - - - - - - - - - -	5	–	–
3. No person shall pass along the Railway with waggons or carriages earlier than one hour before sunrise, or later than one hour after sunset, without leave in writing from the Company, or their agents; and every person infringing this regulation, shall forfeit to the Company a sum not exceeding	2	–	–
4. Every driver or owner of any waggon or carriage, shall have on each carriage or waggon a proper brake to regulate the speed thereof; and every driver or owner of a waggon or waggons neglecting to observe this regulation, shall, for each carriage or waggon wanting such brake, forfeit to the Company a sum not exceeding - - - - - - - - - - -	2	–	–
5. No driver shall suffer any coal, stone, or other materials which shall fall off any waggon under his care, or which he shall deliver from such waggon, or which shall proceed from, or come out of such waggon, to remain on the Railway, and obstruct the passage thereof; and every driver infringing this regulation, shall, for each offence, forfeit to the Company a sum not exceeding - - - - - - - - - - - - - - - -	2	–	–
6. Every driver of a waggon or waggons, carriage or carriages, shall give immediate notice to one of the Company's servants of any waggon or carriage passing on the Railway having broken or displaced any rail, and every driver infringing this Regulation, shall, for each offence, forfeit to the Company a sum not exceeding - - - - - - - - - -	2	–	–

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Wishaw and Coltness Railway.

	£.	s.	d.
7. All persons discharging any goods or merchandise from any waggon or carriage, on any of the Company's wharfs, shall be obliged to deposit the same in the place directed by the superintendent of the Company; and every person infringing this regulation shall forfeit and pay any damage or injury occasioned by such refusal, and shall also forfeit to the Company a sum not exceeding - - - - - - - - - - - -	2	–	–
8. No owner of coals, lime, minerals, goods or other merchandise, shall suffer the same to remain on the Railway in the waggons, carrying or conveying, or delivering the same upon any part of the Railway, to the inconvenience of the other traders thereon; and every person infringing this regulation, shall forfeit and pay to the Company the expense of removing such goods, &c. and also a sum not exceeding - - - - - -	2	–	–
9. No engineman shall permit any person or persons, except his assistants, or the Company's agents or servants, to ride upon any locomotive engines, or any waggon or carriage connected therewith, and every person infringing this regulation, shall forfeit to the Company a sum not exceeding - -	–	10	–
10. No person, except the Company's agents or servants, shall ride upon any waggons or engine passing on the Railway, without having obtained a licence from the Company or their superintendent; and every person infringing this regulation, shall forfeit to the Company a sum not exceeding -	–	10	–
11. Every engineman or waggon-driver who shall take a siding, shall be obliged to adjust the switches to answer the carriages passing on the main line, and every person neglecting to observe this regulation, shall forfeit to the Company a sum not exceeding - - - - - - - - -	1	–	–
12. No owner of any coach or other carriage used on the Railway or branches for the conveyance of passengers shall be at liberty to use the same thereon without having first obtained leave in writing from the Company or their superintendent, authorizing and permitting such owner so to do; and if any such owner or driver neglect or refuse to obtain a certificate, and shall notwithstanding use any such coach or carriage on the Railway or branches thereof, he shall for every such offence forfeit and pay to the Company any sum not exceeding - - - - - - - - - - - -	–	10	–
13. Every owner or driver, or other person having the charge of any coach or other carriage for the conveyance of passengers, shall deliver to the collector nearest to the place whence such carriage shall start a ticket or note in writing, stating to and from what place such coach or carriage started, and where going to, with the number of passengers in such coach or carriage, and miles travelled by each passenger, and shall from time to time regularly deliver such ticket or note in writing, in manner aforesaid, as often as any such coach or other carriage pass the collector nearest to the place from whence such coach or carriage start; and if any such owner, driver, or other person shall refuse or neglect so to do, he shall for every such offence forfeit and pay to the Company any sum not exceeding - - - - - -	1	–	–
14. Every owner or driver of any waggon or carriage using the Railway, the gauge of the wheels of which are not four feet five inches and a half inch from the outside of the flange of each wheel, or having the tread of any wheels less than three inches, or the axles less than two and three-quarter inches diameter at the bearings or journals, shall forfeit to the Company, for each time such waggon is moved on the Railway, a sum not exceeding	1	–	–
15. Every waggon and its loading shall be weighed in the rotation in which they come along the Railway to the weighing-machine; and every driver of any waggon refusing to weigh, or at any time, or on any part of the Railway, making use of any scurrilous or swearing language to the superintendent or collector, shall forfeit to the Company a sum not exceeding -	–	10	–
16. Every waggon-driver, or any of the Company's servants, found guilty of taking coals from the waggons passing on the Railway, shall be dismissed from their employment, and forfeit to the Company a sum not exceeding This clause affects the Company's servants as well as the public Railway drivers.	–	10	–
17. Every waggon-driver who brings his waggons in contact with others shall, besides paying the damage done to the waggons, forfeit to the Company a sum not exceeding - - - - - - - - - - - -	2	–	–
18. Every person in charge of the waggon or waggons descending the incline from Newarthill and Hamilton-road to Holytown and Glasgow-road, or from any part of said incline, allowing their waggon or waggons to descend at a greater velocity than four miles per hour, shall forfeit to the Company a sum not exceeding - - - - - - - - - - - -	–	10	–

REGULATIONS for taking the Sidings.

	£.	s.	d.
19. Every person who shall travel upon the Railway with an empty waggon or waggons, shall be obliged to take the nearest passing-place or siding on the approach of a loaded waggon or waggons, and in case of infringing this regulation, shall forfeit and pay to the Company a sum not exceeding -		10	-
20. Every person conducting a waggon or waggons, or coach or carriage, whether loaded or empty, shall be obliged, on the approach of a locomotive engine, to take the said waggon or waggons, coach or carriage, into the nearest passing-place or siding, whether behind or before him, or going forward or putting back, as the case may require, so as to allow the locomotive engine to proceed without stopping or slowing; and any person conducting waggons or a waggon, or carriage or coach, and refusing or neglecting to observe this regulation, shall forfeit and pay to the Company, a sum not exceeding - - - - - - - - - -	2	-	-
21. Every locomotive engine shall be exempted from taking sidings or putting back, except on meeting another locomotive engine; in that case, the locomotive engine and empty train shall take the siding, or if both trains be loaded, or both trains be empty, the train moving southward shall take the siding; and any person infringing this regulation, shall forfeit and pay to the Company a sum not exceeding - - - - - - - -	5	-	-
22. Empty waggons meeting any coach conveying passengers shall be obliged to take the nearest passing-place or siding; but the driver of every coach meeting a locomotive engine, shall be obliged to take the coach into the nearest passing-place or siding, behind or before; and any person infringing this regulation shall forfeit and pay to the Company a sum not exceeding		10	-
23. Every person conducting a loaded waggon or waggons, carriage or carriages, except when the carriage or carriages, waggon or waggons, are propelled forward by a locomotive engine, shall be obliged, on the approach of a coach, to take the said waggon or waggons, carriage or carriages, to the nearest passing-place or siding, whether behind or before him, or going forward or putting back, as the case may require, so as to allow the coach to proceed without stopping or slowing; and any person conducting loaded waggons or waggon, or carriage or carriages, and refusing or neglecting to observe this regulation, shall forfeit and pay to the Company a sum not exceeding - - - - - - - - - - - - - -	2	-	-
24. Every person conducting a waggon or waggons, loaded or empty, except the person in charge of a coach with passengers, upon the approach of other waggons or waggon, carriage or carriages, who shall break his horse out of a walk, shall forfeit and pay to the Company a sum not exceeding - -	1	-	-
25. Should loaded and empty waggon or waggons meet a coach at a passing-place, the empty waggon or waggons shall pull in behind or before the loaded waggon or waggons on the main line of Railway, so as not to slow or stop the coach, and to allow the coach to proceed through the offset, after which the empty waggon or waggons, if before the loaded waggons or waggon, must put back and go through the passing-place, and allow the loaded waggons or waggon to proceed forward; and every person refusing to do this shall forfeit and pay to the Company a sum not exceeding -		10	-
26. Empty or loaded waggons, when coming through any offset, shall, upon the approach of any coach or coaches conveying passengers, and when going through an offset for the purpose of passing loaded waggons on the main line, shall immediately put back and pull in before the loaded waggons on the main line of road, so as to allow the coach with passengers to proceed with as little delay as possible; any person or persons in charge of such empty or loaded waggon or waggons, infringing this regulation, shall forfeit and pay to the Company a sum not exceeding - - -		10	-

All these penalties are to be over and above the damages and expenses which may be occasioned by the breach or neglect of any of the above regulations; and the offenders shall also be liable to be prosecuted criminally for their offences, either at common law or under the provisions of any statute.

Enacted by the Company of Proprietors at their special general meeting, held at Glasgow, on the 30th day of September 1835; and given under the common seal of the Company, in terms of the statute.

Appendix, No. 2.

Monkland and Kirkintilloch Railway.

MONKLAND AND KIRKINTILLOCH RAILWAY.

Sir, Glasgow, 21 March 1839.

YOUR circular, under date the 13th curt., addressed to the directors of the Monkland and Kirkintilloch Railway, has been forwarded to me, as chairman of that body.

All the bye-laws in use on the Monkland and Kirkintilloch Railway apply equally to the servants of the traders as to the servants of the Company, and the other persons who may be concerned; and I have therefore the honour of enclosing to you a printed copy of the whole code, which was enacted on the 15th April 1836.

I have, &c.

To the Hon. Fox Maule, &c. &c. (signed) *R. Finlay*, Chairman.

RULES, BYE-LAWS, and REGULATIONS of the *Monkland and Kirkintilloch Railway Company*, and Penalties imposed on Persons for not observing or infringing the same.

	£.	s.	d.
1. No person shall trespass on the Railway, or any of the grounds belonging to the Company; and any person infringing this regulation, shall forfeit and pay for each offence the sum of - - - - - - - - - -	-	10	-
2. No person shall throw, lay down upon, or otherwise put upon the Railway, or the tracking or footpaths thereof, or other parts thereof, any manure, lime, gravel, stones, rubbish, or other matter or thing; any person infringing this regulation, shall for each offence forfeit and pay the sum of -	2	-	-
3. No person shall break or throw down, deface, derange, or destroy any of the mile-stones, gates, or houses belonging to the said Company, or any part of the said Railway, or other works; and every person infringing this regulation, shall forfeit and pay for each offence a sum not exceeding - - - - - - - - - - - - - -	10	-	-
4. No person not being a waggoner, driver or engine-man, in the immediate charge of any waggon, coach or engine on the said Railway, shall use or interfere with any waggon, coach or engine, which may be upon the said Railway, branches, or offsets thereof; and any person using, interfering with, or injuring any such waggon, coach or engine, or the goods therein, shall forfeit and pay to the Company a sum not exceeding - - - -	2	-	-
5. Every owner, or waggoner, or driver of a waggon or carriage, which may come upon the said Railway, or any part thereof, and which may not have been weighed at any of the Company's weigh-houses on passing along, shall forthwith deliver to the collector at the nearest weigh-house a note in writing, signed by him, of the quantity and contents of the said waggon or carriage, and of the place whence brought, and where the same are intended to be unloaded or left; and any person infringing or neglecting this regulation, shall forfeit and pay for each offence a sum not exceeding 10 *s.* for every ton of goods contained in such waggon or carriage.			
6. All drivers shall carefully attend their horses, carriages, or steam-engines; and every driver absenting himself from his horse, carriage, or steam-engine, passing upon the said Railway, or negligently driving the same, shall forfeit to the Company a sum not exceeding - - - - -	-	10	-
7. No person shall draw off any waggon, except at the proper branches or turn-out places; and any person infringing this regulation, shall forfeit to the Company a sum not exceeding - - - - - - - - -	5	-	-
8. No person shall pass along the Railway with a waggon or waggons, or carriage, earlier than one hour before sunrise, or later than one hour after sunset, without leave in writing from the Company or their agents; and every person infringing this regulation, shall forfeit to the Company a sum not exceeding - - - - - - - - - - - -	2	-	-
9. Every driver or owner of any waggon or carriage shall have on each carriage or waggon a proper brake in good order, and sufficient to regulate the speed thereof; and every driver or owner of a waggon or waggons neglecting to observe this regulation, shall, for each carriage or waggon wanting such brake, forfeit to the Company a sum not exceeding - -	2	-	-
10. No driver shall suffer any coal, stone, or other materials which shall fall off any waggon under his care, or which he shall deliver from such waggon, or which shall proceed from, or come out of such waggon, to remain on the Railway, and obstruct the passage thereof, and no waggon or other carriage shall be loaded with a greater quantity of goods than three tons; and every driver infringing this regulation, shall for each offence forfeit to the Company a sum not exceeding - - - - - - - -	2	-	-
11. Every driver of a waggon or waggons shall give immediate notice to one of the Company's servants of any waggon passing on the Railway having broken or displaced any rail; and every driver neglecting this regulation, shall for each offence forfeit to the Company a sum not exceeding - -	2	-	-

12. All

	£.	s.	d.
12. All persons discharging any goods or merchandise from any vessel, waggon or carriage, on any of the Company's wharfs or quays, shall be obliged to deposit the same in the place directed by the superintendent of the Company; and every person infringing this regulation, shall forfeit and pay any damage or injury occasioned by such refusal, and shall also forfeit to the Company a sum not exceeding - - - - - - - - -	2	-	-
13. No owner or driver of any waggon, coach, or carriage, shall suffer the same, or the coals, lime, minerals, goods or other merchandise therein, to remain upon the Railway, or the branches, offsets, sidings, connexions, or other parts thereof, to the inconvenience of the other traders thereon; and every person infringing this regulation, shall forfeit and pay to the Company the expense of removing such goods, &c., and also a sum not exceeding - - - - - - - - - - - - - - -	2	-	-
14. No engine-man, waggoner, or driver, shall permit any person or persons, except his immediate assistants, or the Company's agents or servants, to ride upon any locomotive engine, or on any waggon or carriage; and every person infringing this regulation, shall forfeit to the Company a sum not exceeding - - - - - - - - - - - - - -	-	10	-
15. No person except the Company's agents, or servants, or waggoner, or driver in the immediate charge of waggons or carriages, shall ride upon any waggon, carriage, or engine passing on the Railway; and every person infringing this regulation, shall forfeit to the Company a sum not exceeding - - - - - - - - - - - - - -	-	10	-
16. No engine-man or waggon-driver, leading coals, &c. in the Company's waggons, shall suffer the axles of such waggons, or their bearings or journals, to be deficient of oil or grease; and every person neglecting this regulation, shall forfeit to the Company a sum not exceeding - - -	1	-	-
17. No owner or driver of any waggon or waggons shall apply water, grease, oil, or other unguent, to the periphery of the waggon or carriage wheels, or to the surface of the rails; any person infringing this regulation, shall forfeit to the Company a sum not exceeding - - - - - - -	5	-	-
18. Every engine-man or waggon-driver who shall take a siding shall be obliged to adjust the switches to answer carriages passing on the main line; and every person neglecting to observe this regulation, shall forfeit to the Company a sum not exceeding - - - - - - - - -	1	-	-
19. No owner of any coach or other carriage, used on the Railway or branches for the conveyance of passengers, shall be at liberty to use the same thereon without having first obtained leave in writing from the Company, or their superintendent, authorizing and permitting such owner so to do; and if any owner neglect or refuse to obtain a certificate, and shall notwithstanding use any such coach or carriage on the Railway or branches thereof, he shall, for every such offence, forfeit and pay to the Company any sum not exceeding - - - - - - - - - -	-	10	-
20. Every owner or driver of any coach or other carriage for the conveyance of passengers, shall deliver to the collector nearest to the place from whence such carriage shall start a ticket or note in writing, stating from what place such coach or carriage started, and to where going, with the number of passengers in such coach, coaches, or other carriage or carriages, and the distance travelled by each passenger, and shall deliver such ticket as aforesaid each and every time the coach, coaches, or other carriages pass along the Railway; and every owner, driver, guard, or other person having charge of the said coach, or other carriage or carriages, and refusing or neglecting so to do, shall, for each offence, forfeit to the Company a sum not exceeding - - - - - - - - - - - - - -	1	-	-
21. Every owner or driver of any waggon or carriage, using the Railway, the gauge of the wheels of which are not four feet five inches and a half from the outside of the flange of each wheel, or having the tread of any wheels less than three inches, or the axles less than two and three-quarter inches diameter at the bearings or journals, shall forfeit to the Company, for each time such waggon is moved on the Railway, a sum not exceeding - -	1	-	-
22. No waggon or waggons shall be allowed to wine upon the Railway or branches with wheels whose diameter is greater than two feet six inches, so as to be uniform with the Company's waggons; and any person or persons infringing this regulation, shall forfeit to the Company a sum not exceeding - - - - - - - - - - - - - -	-	10	-
23. Every waggon and its loading shall be weighed in the rotation in which they come along the way to the weighing-machines, and the driver of any waggon or other carriage shall strictly conform to, and obey the direction of the collector, drawing forward or putting backward his waggon or waggons, carriage or carriages, as the collector may require; and any driver of any waggon or waggons, or other carriage or carriages, refusing to allow his waggons or other carriages under his charge to be weighed, or who shall refuse to obey the directions of the collector, as before specified, shall, for each offence, forfeit to the Company a sum not exceeding - - -	-	10	-

24. Every

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Monkland and Kirkintilloch Railway.

	£.	s.	d.
24. Every waggon-driver, or any of the Company's servants, found guilty of taking coals from the waggons passing on the Railway, shall be dismissed from their employment, and forfeit to the Company a sum not exceeding - - - - - - - - - - - - - - - - - -		10	-
25. Every waggon-driver who will not take the nearest siding, but bring his waggons in contact with others, shall, besides paying the damage done to the waggons, forfeit to the Company a sum not exceeding - - -	2	-	-
26. Any waggoner, or driver of a waggon, coach, or other carriage, which may be upon the main line of the Railway, or may be coming upon the main line, who shall, on the approach of any waggon or waggons, carriage or carriages, from any of the branches, offsets, sidings, or other parts, to the main line of Railway, break his horse from a walk, shall, for each offence, forfeit to the Company a sum not exceeding - - -	1	-	-
27. Every owner or driver of any waggon or waggons, carriage or carriages, passing along the Railway, before sunrise or after sunset, shall have an oil or fire lamp attached in the most conspicuous place in the front of his train, or waggon or waggons, &c. as aforesaid ; and every person refusing or neglecting to comply with this regulation, shall forfeit to the Company a sum not exceeding - - - - - - - - - - - - - -	1	-	-
28. Any owner, driver, or other person, who shall make use of cursing, swearing, or other scurrilous language, to the superintendent, collectors, or any other of the Company's servants, or to each other, upon the Railway, shall forfeit to the Company a sum, for each offence, not exceeding - -		10	-

Regulations for taking the Sidings.

1. Every person who shall travel upon the Railway with an empty waggon or waggons, and shall refuse to take the passing or siding place on the approach of a loaded waggon or waggons, shall forfeit a sum not exceeding - - - - - - - - - - - - - - - -		10	-
2. Every person who shall refuse to take the proper passing or siding place when ascending or descending with a train of waggons or a locomotive engine, shall forfeit a sum not exceeding - - - - - - - -		10	-
3. A loaded waggon or train of waggons ascending, meeting a train of loaded waggons descending, the waggons descending shall take the siding, except when the several waggons shall meet between sidings, in that case the loaded waggons ascending shall put back into the next siding down the way.			
Note.—The word "descending" means from south to north, and the word "ascending" means from north to south.			
4. All empty waggons ascending or descending shall take the sidings nearest on meeting loaded waggons.			
Note.—The nearest siding place is the one last passed by the empty waggons.			
5. Locomotive engines shall be exempt from taking the sidings, except in meeting another locomotive engine, in that case the empty train shall take the siding.			
6. A coach for conveyance of passengers shall not take the siding, unless it shall meet a locomotive engine or loaded train of waggons.			
7. All locomotive engines and waggons, and other carriages passing along the Railway, and drawing or carrying coal, slate, lime, lead, merchandise, or other heavy goods, shall, on being overtaken by a coach or coaches for carrying passengers, stop at the first siding such locomotive engine, waggon, and other carriage shall arrive at, and allow such coach or coaches to pass ; and on approaching to meet any such coach or coaches, all such locomotive engines, waggons, and other carriages as aforesaid, shall, in all cases, stop at the siding next to the last siding which such coach or coaches may be at or shall have passed, so as to allow such coach or coaches to proceed.			
For every infringement of any of the above regulations respecting the taking of sidings, a penalty shall be incurred by every engine-man, carriage-man, waggon-driver, or coach-driver, so infringing on any of the above regulations, not exceeding - - - - - - - - - - - -		10	-
8. All carriage-men or waggon-drivers ascending the line of Railway intended for empty carriages, with a waggon or train of waggons, and being overtaken by a locomotive engine or coach, shall, on arriving at the first connecting way with the main line, put his waggon or waggons thereon, so as to allow such engine or coach to pass on ; refusing so to do, shall forfeit and pay a sum not exceeding - - - - - - - -		10	-
9. All carriage-men or waggon-drivers descending the line of Railway with a loaded waggon or waggons, on being overtaken by a locomotive engine or coach, shall, on arriving at the first connexion with the empty carriage-way, put his waggons thereon, and allow such engine or coach to proceed, and on refusing so to do, shall forfeit and pay a sum not exceeding - -	10	-	-

N.B.—All these penalties are to be over and above the damages and expenses which may be

be occasioned by the breach or neglect of any of the above regulations; all which damages and expenses shall and may be recovered from the person or persons infringing or neglecting the above regulations, and from the masters or owners of such waggons and carriages which may infringe or neglect the same; and the offenders shall also be liable to be prosecuted criminally for their offences, either at common law, or under the provisions of any statute.

Enacted and sealed with the Company's Seal, in terms of Act of Parliament, on the 15th day of April 1836.

(signed) *James Mitchell*, Clerk.

BALLOCHNEY RAILWAY.

Sir, Glasgow, 21 March 1839.

Your circular of the 13th curt., addressed to the directors of the Ballochney Railway, has been forwarded to me, as chairman of that body; and in compliance with the requisition which it contains, I have the honour of enclosing a printed copy of the code of bye-laws in force on the Ballochney Railway since the 7th June 1836; all the provisions of which (except those specially designated) apply to the servants of the traders as well as to those of the Company, and to the other persons concerned.

I have, &c.

To the Hon. Fox Maule, &c. &c.

(signed) *R. Finlay*, Chairman.

Rules, Bye-laws, and Regulations of the *Ballochney Railway Company*, and Penalties imposed on Persons for not observing or infringing the same.

	£.	s.	d.
1. No person shall trespass on the Railway, or any of the grounds belonging to the Company; and every person infringing this regulation, shall forfeit and pay for each offence the sum of - - - - - - - - -	-	10	-
2. No person shall throw, lay down upon, or otherwise put upon the Railway, or the tracking or foot-paths thereof, or other parts thereof, any manure, lime, gravel, stones, rubbish, or other matter or thing; any person infringing this regulation, shall for each offence forfeit and pay the sum of - - - - - - - - - - - - - -	2	-	-
3. No person shall break or throw down, deface, derange, or destroy any of the mile-stones, gates, or houses belonging to the said Company, or any part of the said Railway, or other works; and every person infringing this regulation, shall forfeit and pay for each offence a sum not exceeding	10	-	-
4. No person not being a waggoner, driver, or engine-man in the immediate charge of any waggon, coach, or engine on the said Railway, shall use or interfere with any waggon, coach, or engine which may be upon the said Railway, branches, or offsets thereof; and any person using, interfering with, or injuring any such waggon, coach, or engine, or the goods therein, shall forfeit and pay to the Company a sum not exceeding - - -	2	-	-
5. Every owner or waggoner, or driver of a waggon or carriage which may come upon the said Railway, or any part thereof, and which may not have been weighed at any of the Company's weigh-houses on passing along, shall forthwith deliver to the collector at the nearest weigh-house a note in writing, signed by him, of the quantity and contents of the said waggon or carriage, and of the place whence brought, and where the same are intended to be unloaded or left; and any person infringing or neglecting this regulation, shall forfeit and pay for each offence a sum not exceeding 10 *s.* for every ton of goods contained in such waggon or carriage.			
6. All drivers shall carefully attend their horses, carriages, or steam-engines; and every driver absenting himself from his horse, carriage, or steam-engine, passing upon the said Railway, or negligently driving the same, shall forfeit to the Company a sum not exceeding - - - - -	-	10	-
7. No person shall draw off any waggon except at the proper branches or turn-out places; and any person infringing this regulation, shall forfeit to the Company a sum not exceeding - - - - - - - -	5	-	-
8. No person shall pass along the Railway with a waggon or waggons, or carriage, earlier than one hour before sunrise, or later than one hour after sunset, without leave in writing from the Company or their agents; and every person infringing this regulation, shall forfeit to the Company a sum not exceeding - - - - - - - - - - - -	2	-	-
9. Every driver or owner of any waggon or carriage shall have on each carriage or waggon a proper brake in good order, and sufficient to regulate the speed thereof; and every driver or owner of a waggon or waggons neglecting to observe this regulation, shall, for each carriage or waggon wanting such brake, forfeit to the Company a sum not exceeding - -	2	-	-

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Ballochney Railway.

	£.	s.	d.
10. No driver shall suffer any coal, stone, or other materials which shall fall off any waggon under his care, or which he shall deliver from such waggon, or which shall proceed from, or come out of such waggon, to remain on the Railway, and obstruct the passage thereof, and no waggon or other carriage shall be loaded with a greater quantity of goods than three tons; and every driver infringing this regulation, shall, for each offence, forfeit to the Company a sum not exceeding - - - - - - - - - -	2	–	–
11. Every driver of a waggon or waggons shall give immediate notice to one of the Company's servants of any waggon passing on the Railway having broken or displaced any rail; and every driver neglecting this regulation, shall, for each offence, forfeit to the Company a sum not exceeding	2	–	–
12. All persons discharging any goods or merchandise from any vessel, waggon, or carriage, on any of the Company's wharfs or quays, shall be obliged to deposit the same in the place directed by the superintendent of the Company; and every person infringing this regulation, shall forfeit and pay any damage or injury occasioned by such refusal, and shall also forfeit to the Company a sum not exceeding - - - - - - - - -	2	–	–
13. No owner or driver of any waggon, coach, or carriage, shall suffer the same, or the coals, lime, minerals, goods, or other merchandise therein, to remain upon the Railway, or the branches, offsets, sidings, connexions, or other parts thereof, to the inconvenience of the other traders thereon; and every person infringing this regulation, shall forfeit and pay to the Company the expense of removing such goods, &c. and also a sum not exceeding	2	–	–
14. No engine-man, waggoner, or driver shall permit any person or persons, except his immediate assistants, or the Company's agents or servants, to ride upon any locomotive engine, or on any waggon or carriage; and every person infringing this regulation, shall forfeit to the Company a sum not exceeding - - - - - - - - - - - - - - -	–	10	–
15. No person except the Company's agents, or servants, or waggoner, or driver in the immediate charge of waggons or carriages, shall ride upon any waggon, carriage, or engine passing on the Railway; and every person infringing this regulation, shall forfeit to the Company a sum not exceeding	–	10	–
16. No engine-man or waggon-driver, leading coals, &c. in the Company's waggons, shall suffer the axles of such waggons, or their bearings or journals, to be deficient of oil or grease; and every person neglecting this regulation, shall forfeit to the Company a sum not exceeding - - -	1	–	–
17. No owner or driver of any waggon or waggons shall apply water, grease, oil, or other unguent, to the periphery of the waggon or carriage-wheels, or to the surface of the rails; any person infringing this regulation, shall forfeit to the Company a sum not exceeding - - - - - - -	5	–	–
18. Every engine-man or waggon-driver who shall take a siding shall be obliged to adjust the switches to answer carriages passing on the main line; and every person neglecting to observe this regulation, shall forfeit to the Company a sum not exceeding - - - - - - - -	1	–	–
19. No owner of any coach, or other carriage used on the Railway or branches, for the conveyance of passengers, shall be at liberty to use the same thereon without having first obtained leave in writing from the Company, or their superintendent, authorizing and permitting such owner so to do; and if any owner neglect or refuse to obtain a certificate, and shall, notwithstanding, use any such coach or waggon on the Railway or branches thereof, he shall, for every such offence, forfeit and pay to the Company any sum not exceeding - - - - - - - - - - -	–	10	–
20. Every owner or driver of any coach or other carriage for the conveyance of passengers, shall deliver to the collector nearest to the place from whence such carriage shall start a ticket or note in writing, stating from what place such coach or carriage started, and to where going, with the number of passengers in such coach, coaches, or other carriage or carriages, and the distance travelled by each passenger, and shall deliver such ticket as aforesaid each and every time the coach, coaches, or other carriages pass along the Railway; and every owner, driver, guard, or other person having charge of the said coach, or other carriage or carriages, and refusing or neglecting so to do, shall, for each offence, forfeit to the Company a sum not exceeding - - - - - - - - - - - - - - -	1	–	–
21. Every owner or driver of any waggon or carriage, using the Railway, the gauge of the wheels of which are not four feet five inches and a half from the outside of the flange of each wheel, or having the tread of any wheel less than three inches, or the axles less than two and three-quarter inches diameter at the bearings or journals, shall forfeit to the Company, for each time such waggon is moved on the Railway, a sum not exceeding -	1	–	–
22. No waggon or waggons shall be allowed to run upon the Railway or branches, with wheels whose diameter is greater than two feet six inches, so as to be uniform with the Company's waggons; and any person or persons infringing this regulation, shall forfeit to the Company a sum not exceeding - - - - - - - - - - - - - - -	–	10	–
23. Every waggon and its load shall be weighed in the rotation in which they			

come

	£.	s.	d.
come along the Railway to the weighing machines, and the driver of any waggon or other carriage, shall strictly conform to, and obey the direction of the collector, drawing forward and putting backward his waggon or waggons, carriage or carriages, as the collector may require; and any driver of any waggon or waggons, or other carriage or carriages, refusing to allow his waggons or other carriages under his charge to be weighed, or who shall refuse to obey the directions of the collector, as before specified, shall, for each offence, forfeit to the Company a sum not exceeding - - - -		10	-
24. Every waggon-driver, or any of the Company's servants, found guilty of taking coals from the waggons passing on the Railway, shall be dismissed from his employment, and forfeit to the Company a sum not exceeding -		10	-
25. Every waggon-driver who will not take the nearest siding, but bring his waggons in contact with others, shall, besides paying the damage done to the waggons, forfeit to the Company a sum not exceeding - - - -	2	-	-
26. Any waggoner, or driver of a waggon, coach, or carriage, which may be upon the main line of the Railway, or may be coming upon the main line, who shall, on the approach of any waggon or waggons, carriage or carriages, from any of the branches, offsets, sidings, or other parts, to the main line of Railway, break his horse from a walk, shall, for each offence, forfeit to the Company a sum not exceeding - - - - - -	1	-	-
27. Every owner or driver of any waggon or waggons, carriage or carriages, passing along the Railway, before sunrise or after sunset, shall have an oil or fire lamp attached in the most conspicuous place in the front of his train, or waggon or waggons, &c. as aforesaid, and every person neglecting or refusing to comply with this regulation, shall forfeit to the Company a sum not exceeding - - - - - - - - - - - - -	1	-	-
28. Any owner, driver, or other person, who shall make use of cursing, swearing, or other scurrilous language, to the superintendent, collectors, or any other of the Company's servants, or to each other upon the Railway, shall forfeit to the Company a sum for each offence not exceeding		10	-

Regulations for taking the Sidings.

1. Every person who shall travel upon the Railway with an empty waggon or waggons, and shall refuse to take the passing or siding place on the approach of a loaded waggon or waggons, shall forfeit a sum not exceeding - - - - - - - - - - - - - - -		10	-
2. Every person who shall refuse to take the proper passing or siding place when ascending or descending with a train of waggons or a locomotive engine, shall forfeit a sum not exceeding - - - - - - - -		10	-
3. In all cases an ascending waggon or train of waggons meeting a descending waggon or train of waggons shall immediately put into the nearest siding, going backward or forward as the case may require, so as to leave the Railway free for the descending waggon or train; and every waggoner or driver failing to observe this regulation, shall, for every offence, forfeit and pay a sum not exceeding - - - - - - - - - - -	5	-	-
4. Locomotive engines shall be exempt from taking the sidings, except in meeting another locomotive engine. In that case the empty train shall take the siding.			
5. A coach for conveyance of passengers shall not take the siding unless it shall meet a locomotive engine, or loaded train of waggons.			
6. All locomotive engines and waggons, and other carriages passing along the Railway, and drawing or carrying coal, slate, lime, lead, merchandize, or other heavy goods, shall, on being overtaken by a coach or coaches for carrying passengers, stop at the first siding such locomotive engine, waggon, and other carriage, shall arrive at, and allow such coach or coaches to pass, and on approaching to meet any such coach or coaches, all such locomotive engines, waggons and other carriages, as aforesaid, shall, in all cases, stop at the siding next to the last siding which such coach or coaches may be at, or shall have passed, so as to allow such coach or coaches to proceed. For every infringement of any of the above regulations respecting the taking of sidings, a penalty shall be incurred by every engine-man, carriage-man, waggon-driver, or coach-driver, so infringing on any of the above regulations, not exceeding - - - - - - - - -		10	-
7. All carriage-men or waggon-drivers ascending the line of Railway intended for empty carriages, with a waggon or train of waggons, and being overtaken by a locomotive engine or coach, shall, on arriving at the first connecting way with the main line, put his waggon or waggons thereon, so as to allow such engine or coach to pass; on refusing so to do, shall forfeit and pay a sum not exceeding - - - - - - - -		10	-
8. All carriage-men or waggon-drivers descending the line of Railway with a loaded waggon or waggons, on being overtaken by a locomotive engine or coach, shall, on arriving at the first connexion with the empty carriage-way, put his waggons therein, and allow such engine or coach to proceed, and on refusing so to do, shall forfeit and pay a sum not exceeding - -	5	-	-

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Ballochney Railway.

Regulations for Using the Inclined Planes.

	£.	s.	d.
1. No person or persons shall be allowed to take down either of the inclined planes more than one waggon at a time, without the permission of the Company or their superintendent; and every such waggon shall have a proper brake, in good order, in terms of the general regulations of the Railway, and every person infringing this regulation shall forfeit a sum not exceeding - - - - - - - - - - - - - -	2	–	–
2. All waggons shall be run down the inclined planes in the rotation in which they come to the head of the upper inclined plane, and every person in charge of such waggons shall be obliged to take from the person in the management of that incline, the waggons which may be standing at the top of the said inclined plane, and draw the same into the sidings provided for the purpose, then to take his loaded waggons forward to the head of the inclined plane, in order that they may be run down. Every person not observing this regulation, shall, for each offence, forfeit a sum not exceeding - - - - - - - - - - - - - -	2	–	–
3. Any person who has occasion to remove any waggon or waggons out of any of the sidings, in order to come at his own, or those he has right to, shall not be entitled to leave them at the head of the inclined plane, but shall be obliged to put back into the sidings again such waggon or waggons as may be so removed, so as not to obstruct the passage of the Railway, and every person not observing this regulation shall forfeit a sum not exceeding - - - - - - - - - - - - - -	2	–	–
4. Every person in charge of waggons which may be thrown off the rails by accident shall immediately get the assistance of the roadmen, and use every means in his power to get them placed on the Railway again with as little delay as possible, so as not to obstruct the Railway; every person in charge of waggons neglecting this regulation, or refusing to assist in carrying it into effect, shall forfeit a sum not exceeding - - - - - - -	5	–	–
5. Every waggoner or driver bringing waggons to the foot of the inclined planes shall put the same into such siding as may be pointed out by the Company's servants in charge at the foot of the inclines; any person neglecting or refusing so to do, shall, for each offence, forfeit a sum not exceeding - - - - - - - - - - - - - -	–	10	–

Regulations to be observed by all the Workmen in the Service of the Company.

1. Every person shall be punctually at his work at the regular hour of starting in the morning, and at the close of each meal hour; and every person 10 minutes behind that hour shall forfeit one hour's wages.

2. No workman shall take any spirits or strong drink during work hours; and every person found the worse of drink during these hours, or leaving his work for the purpose of drinking, shall, for the first offence, forfeit 2*s.* 6*d.* of his wages; for the second, 5*s.*; and for the third offence he shall, in the option of the Company, be dismissed from their service.

3. No workman shall absent himself from his work without leave asked from and given by the superintendent, except on occasions of such sickness, not occasioned by intoxication, as shall disable him from attendance, of which occasion he shall immediately give notice to the superintendent; and every person infringing this regulation shall, in the option of the Company, be liable to be dismissed, or forfeit what wages may be due to him, and pay 1*s.* besides for each day's absence.

4. Every person found taking away or using any of the Company's tools at other work than the Company's, shall be liable to be immediately dismissed.

5. Every workman shall be liable for all damage done to the Company's property, if caused by his neglect or carelessness.

6. Every person in the employment of the Company shall give immediate notice to the superintendent of any damage or accident which may occur to the Railway or other works connected therewith, and shall do his utmost to prevent or repair the same.

7. Every person in the employment of the Company, and residing in the houses belonging to them, shall give six months' notice in writing when he intends leaving the Company's service, such notice to be given at Whitsunday or Martinmas; and when such a person leaves the service of the Company, he shall quit the house at the same time he leaves the Company's service. Every person failing to do so shall, in the option of the Company, either forfeit whatever wages may be due to him at the time, and pay 2*s.* 6*d.* per week for each week he may stop in the house after he quits the Company's service, or may be summarily ejected from the said house.

8. Every person not residing in one of the Company's houses shall give one month's notice in writing when he intends leaving the Company's employment, such notice to be given on the day he receives his wages. In the event of any person leaving the Company's service without such notice, he shall, in the option of the Company, either forfeit whatever wages may be due to him, or be liable to be recalled to their service.

9. The Company will give to all workmen observing these regulations such notice before parting with them as such workmen are bound to give to the Company; but a breach of any

any of these rules will be a forfeiture of this possession in relation to the offending workman.

N.B.—All these penalties are to be over and above the damages and expenses which may be occasioned by the breach of any of the above regulations, all which damages and expenses shall and may be recovered from the person or persons infringing or neglecting the above regulations, and from the masters or owners of such waggons and carriages which may infringe or neglect the same; and the offenders shall also be liable to be prosecuted criminally for their offences, either at common law or under the provisions of any statute.

Glasgow, 7 June 1836.—Adopted and enacted, and sealed with the Company's seal, and ordered to be published and enforced in terms of the Company's Acts. Written on this and the 28 preceding pages.

(signed) *John Gourlay*, P.

DUNDEE AND NEWTYLE RAILWAY.

Sir, Dundee, 16 March 1839.

In compliance with the request in your letter addressed to the Directors of the Dundee and Newtyle Railroad, dated 13th instant, I now send you a return of all the bye-laws enacted by that Company.

I have, &c.

For The Dundee and Newtyle Railway Company,

The Hon. Fox Maule. (signed) *Thomas Nicholson*, Manager.

Dundee and Newtyle Railway.

An Abstract of Penalties imposed by the Act of Parliament of 7th Geo. 4, c. 101.

Sect. 41. And be it further enacted, that if any person or persons shall wilfully or maliciously pull down, deface, or destroy any board whereon any of such rules, orders, and bye-laws, or abstracts thereof, shall be painted, he, she, or they, shall, upon conviction for each offence, forfeit and pay to the said Company, a sum not exceeding 5 *l.*, to be levied and applied as other penalties are by this Act directed to be levied and applied.

Sect. 69. And be it further enacted, that if any person or persons (save and except the agents and servants employed by the said Company, or others having their authority) shall lead, ride, or drive, or cause to be ridden, led, or driven thereon, any horse, cow, or other neat cattle, sheep, swine, or other beast or animal, except only in directly crossing the same at places to be appointed for that purpose, or for the necessary occupation of the respective farms through which the said Railway may be laid, he, she, or they shall forfeit and pay to the said Company, any sum not exceeding 2 *l.*

Sect. 70. And be it further enacted, that if any person shall carelessly, wilfully, or maliciously break, throw down, derange, or destroy any part of the said Railway, or other work to be erected and made by virtue of this Act, every person so offending and being thereof lawfully convicted, shall forfeit and pay for every such offence, any sum not exceeding 10 *l.* sterling, nor less than 2 *l.*, over and above the full amount of damages thereby done to the said Railway and other works.

Bye-laws enacted by the Railway Company, in conformity with the Act of Parliament, 7 Geo. 4, c. 101.

1. No person shall enter into or pass through the tunnel of the Railway, without the special permission of the manager or engineer of the Company present at the time (except passengers on the coaches, and the agents or servants of the Company in the discharge of their duty to the Company); and every person offending against this rule, shall, for every such offence, forfeit a sum not exceeding 5 *l.*

2. No person shall pass along or upon the Railway with any cart, waggon, or other carriage, (except only the crossing the same by the occupier of adjoining grounds, at the proper places made for that purpose, and in passing over the Railway at the crossing of any public roads); and every person offending against this rule shall forfeit the sum of 5 *l.*

3. No person shall suffer any cart, waggon, or other carriage, to stand or remain upon or obstruct the passage along the Railway; and every person offending against this rule shall forfeit the sum of 5 *l.*

4. No person shall lay or deposit any stones, coals, lime, timber, manure, goods, or merchandize, or any rubbish, or other materials, on the Railway or the footpaths along the same; and every person offending shall forfeit and pay the expenses of the removal of such articles or materials, and also a sum of 5 *l.*

5. No person shall deposit any goods or merchandize which shall be discharged from any cart, waggon, or other carriage, on any of the Company's wharfs, or at any of the Company's depôts, upon any other place other than that directed by the wharfinger or superintendent of the Company; and every person offending shall, for every such offence, not only pay any damage, injury, or expense occasioned by such conduct, but also forfeit a sum not less than 2 *l.* and not exceeding 5 *l.*

 6. Every

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Dundee and Newtyle Railway.

6. Every owner of coals, stones, lime, manure, timber, grain, potatoes, or other agricultural produce, or other description of goods or merchandize, who shall suffer the same to remain on any of the Company's wharfs, or in any of their depôts, beyond the time allowed by any regulation established, or to be established, by the manager for such cases, or shall neglect to remove the same when called upon to do so, shall, for every such offence, not only pay the expense of removing such goods or merchandize, but also forfeit and pay a sum not less than 2 *l.* and not exceeding 5 *l.*

7. Every person by whom, or under whose orders, or for whose use, or under whose charge, any waggons or other carriages shall be left at any offset or branch Railway in order to the loading or unloading of any stones, lime, timber, manure, grain, potatoes, or other agricultural produce, or other goods or merchandize, or for any other purpose, shall keep such waggons, or other carriages, in such place and position that they shall all be clear of the engines or carriages passing along the main line; and every such person shall properly adjust the switches or shifting rails of the offset, branch, or passing place. And every person offending against this rule shall, for every such offence, forfeit and pay, not only the amount of damage caused by neglect, but also a sum of 5 *l.*

8. Every person by whom, or under whose orders, or for whose use, or under whose charge, waggons or other carriages shall be left at any offset or branch Railway, in order to the loading or unloading of any stones, lime, timber, manure, grain, potatoes, or other agricultural produce, or any other goods, merchandize, or materials, shall protect such waggons, or other carriages, from injury; and every person using waggons, or other carriages, on the Railway, shall so use them as not to cause any injury or damage to the Railway or other works, either through overloading, carelessly loading or unloading, or otherwise. And every person offending against these rules, or any of them, shall forfeit and pay, not only the amount of the actual damage, but also the sum of 5 *l.*

9. Every person altering any switch or shifting rail, without being properly authorized to do so, shall, for every such offence, forfeit and pay, not only the amount of such damage or injury as may be caused by such act, but a sum not exceeding 10 *l.*, as provided by s. 70 of the Railway Act.

10. Every person damaging or destroying any of the trees, shrubs, fences, or hedges, on the sides of the Railway, shall, for every such offence, forfeit and pay, not only the amount of such damage or injury, but also the sum of 5 *l.*

11. No person, except only the Company's proper agents or servants, while in the discharge of their duty to the Company, shall ride on any locomotive engine, engine tender, waggon, or drag carriage, not being the carriage specially appointed for the conveyance of passengers, without having first obtained the special licence of the Company's manager or engineer. And every person offending against this rule, and every servant of the Company having control, who shall permit such offence, shall severally forfeit a sum not less than 1 *l.*, and not exceeding 5 *l.*

12. Every agent or servant of the Company who shall neglect to give immediate information to the Company's manager of the infraction of any of these rules, such infraction having come to his knowledge, shall forfeit a sum not exceeding 5 *l.*

13. All the servants of the Company shall give implicit obedience to the special orders of him or them under whom they are respectively placed; and also to the general regulations issued, or to be issued, from time to time, by the manager, for their guidance; and every servant offending against this rule shall forfeit a sum not exceeding 5 *l.*

PAISLEY AND RENFREW RAILWAY.

Paisley and Renfrew Railway.

Sir, Paisley, 16 March 1839.

In answer to your communication of the 13th inst., requiring "a return of all bye-laws, made under the Paisley and Renfrew Railway Act, or the authority of any Acts relating to railroads, imposing penalties upon any persons, others than those in the service of the said Company;" I beg to state, that since the passing of said Act, the Directors of the Paisley and Renfrew Railway Company have not found it necessary to make bye-laws for the purpose of imposing any penalties whatever.

I have, &c.

The Hon. Fox Maule, &c. &c.

(signed) *Wm. Sharp,*
Governor of the Paisley and Renfrew Railway Company.

NEWTYLE AND COUPAR ANGUS RAILWAY.

Newtyle and Coupar Angus Railway.

Sir, Dundee, 22 March 1839.

In answer to your letter of 13th March, current, addressed to the Directors of the Newtyle and Coupar Angus Railway, I beg to state, that there are no bye-laws of the description referred to in your said letter, in existence, as applicable to the Newtyle and Coupar Angus Railway Company.

I have, &c.

The Hon. Fox Maule, &c. &c.

(signed) *John Kerr,*
Pro Clerk to the Company.

DUNDEE AND ARBROATH RAILWAY.

Dundee and Arbroath Railway.

Sir, Dundee, 15 March 1839.

In answer to your communication to the Directors of the Dundee and Arbroath Railway, we are desired to say, that they have not as yet enacted any bye-laws imposing any penalties other than those specified in the Act of Parliament incorporating the Company.

We have, &c.

The Hon. Fox Maule, &c. &c.

(signed) *Shiell & Sewell*, Secretaries.

CHARLESTOWN AND DUNFERMLINE RAILWAY.

Charlestown and Dunfermline Railway.

Sir, Charlestown, 21 March 1839.

I am honoured with your letter of the 13th instant, and I beg to inform you in answer, that the Charlestown and Dunfermline Railway is the private property of the Earl of Elgin, and chiefly used for the conveyance of coals. There are also passengers and goods conveyed by this Railway, but no bye-laws whatever have been made relating to it.

I have, &c.

The Hon. Fox Maule, &c. &c.

(signed) *Robert Menzies.*

SECOND

REPORT

FROM THE

SELECT COMMITTEE

ON

RAILWAYS;

TOGETHER WITH THE

MINUTES OF EVIDENCE,

APPENDIX, AND INDEX.

Ordered, by The House of Commons, *to be Printed,*
9 *August* 1839.

Jovis, 11° die Aprilis, 1839.

Ordered, THAT a Select Committee be appointed to inquire into the State of Communication by Railways, and to report their Observations thereupon to The House.

Veneris, 12° die Aprilis, 1839.

Committee nominated of—

Mr. Poulett Thomson.
Sir Robert Peel.
Mr. Shaw Lefevre.
Lord Granville Somerset.
Mr. Thornely.
Lord Viscount Sandon.
Mr. Loch.
Mr. Freshfield.
Sir John Guest.
Lord Stanley.
Mr. Greene.
Sir Harry Verney.
Mr. Bingham Baring.
Sir James Graham.
Lord Seymour.

Ordered, THAT the Committee have power to send for Persons, Papers and Records.

Ordered, THAT Five be the Quorum of the Committee.

Veneris, 7° die Junii, 1839.

Ordered, That Mr. Childers be added to the Committee.

Veneris, 9° die Augusti, 1839.

Ordered, THAT the Committee have power to report their Opinion and Observations, together with the Minutes of Evidence, from time to time, to The House.

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REPORT.

THE SELECT COMMITTEE appointed to inquire into the State of Communication by RAILWAYS, to whom several Petitions were referred; and who were empowered to report their Opinion and Observations, together with the MINUTES OF EVIDENCE taken before them, from time to time, to The House;——HAVE considered the matters to them referred, and have to REPORT,

THAT although in the discharge of the duties confided to them, they have used all the diligence in their power, yet they feel, that on a subject of so much importance, where the immediate interests of enterprising individuals, and the convenience and intercourse of the whole community, are concerned, further and more accurate information ought to be collected, before Your Committee could feel itself justified in making definite recommendations upon many of the various questions which have come under their notice.

The difficulty of arriving at a satisfactory conclusion upon several of the points which have been submitted to the investigation of Your Committee, has arisen from the recent origin of Railway Communication, from the rapidity of its growth, and from the variety of unexpected results consequent upon so great a change in the internal communications of the country: while the large amount of capital invested in these speculations, and a strong disinclination to interfere hastily with undertakings of such national importance, have supplied additional reasons for inducing great caution before offering the opinions which Your Committee feel disposed to express.

On this account they would recommend that this Committee should be revived at the earliest possible period of the next Session of Parliament, in order to continue and complete their investigations; and they feel that this would be a safer course than any attempt to legislate prematurely in matters where there is a difference of opinion among persons well qualified to form a correct judgment, and where there is but little experience to guide to a satisfactory conclusion.

There, are, however, some questions upon which Your Committee have felt it to be incumbent upon them without delay to offer recommendations to The House, and there are other points in regard to which they believe that they cannot better execute the task which has been entrusted to them, than by drawing the attention of Parliament, of the Public at large, and of the Railway Proprietors themselves, to a careful review of the difficulties that must arise from an extended intercommunication throughout the country, solely maintained by Companies acting for their private interests, unchecked by competition, and uncontrolled by authority.

Among the various important subjects offered to their notice, and deserving investigation, the Committee have taken much evidence on the following points:—

First, The financial situation of Railway Companies.

Second, The power which has been given by the Legislature to Railway Companies, and the probable effect which the exercise of this power will have upon the general convenience of the Public, and the intercourse of the country.

Third, The system under which Railways are taxed.

Your Committee have examined into the amount of capital authorized to be raised by these Companies, whether by the creation of shares or by loan; and much information on these points will be found in the evidence of the Directors of various Companies.

Here Your Committee must advert to the fact, that the Paper No. 3, inserted in the Appendix to this Report, and prepared by an officer of The House, has been found to be in some instances incorrect; this inaccuracy may be partly attributed to the great number of Acts of Parliament under which the several powers were obtained, but more especially to the circumstance that in some of the Acts by which existing Railway Companies have been incorporated, the optional power has been given to them of raising additional sums either by the creation of fresh shares, or by borrowing money in various ways. It is also right to notice, that in several instances Railroad Companies have incorporated themselves with others, have changed their designation, and have extended the scope of their original undertaking.

Your Committee directed their attention to the course pursued by many Railway Companies in coming to Parliament for the purpose of raising additional sums, rather than by enforcing the payment of the money which they had been empowered to raise under former Acts. The reasons which induced Companies to adopt such a course will be found in the evidence.

Your Committee also call the attention of The House to the manner in which the shares or portions of the Capital Stock of several Companies are made the subject of speculation, the insecurity and inconvenience of the course of dealing, and the evasion practised upon the Revenue. Railway Acts provide that the transfers of shares shall be made by deed; and to give validity to the transaction, the deed is required to be registered in the books of the Company to which it relates; but no time is stipulated within which such registration must take place. The practice has usually been for a broker to settle the price or value of the share between the vendor and the purchaser; and a printed form of transfer is filled up, except as to the purchaser's name, which being left blank, the deed is signed by the vendor, and delivered to the purchaser. The deed bears the stamp of the *ad valorem* duty according to the price actually paid, but from that moment the transfer passes from hand to hand possibly for many months without the payment of any duty upon the several transactions subsequent to the first; by which not only is the duty evaded in those subsequent cases, but if the value of the shares continues to increase, no reference whatever is had to that increase in the several transfers subsequent to the first, and the deed is not filled up until, for some reason or other, a purchaser thinks proper to register his share, and then the transfer is filled up with his name, and taken to the office of the Company.

1623.
1961 to 1973.
2087 to 2098.
2143 to 2147.

Not

Not only is the Revenue by such means defrauded, but the following consequences attach:

1. The deed itself, in strictness of law, is said to be either a nullity when executed in blank, or invalidated by the insertion of the name of a subsequent purchaser after its execution.

2. The vendor, if a dishonest man, may sell his share a second time, and the second purchaser, upon registering his transfer, before any notice of a prior sale had reached the Company, would have the better title.

3. The vendor appearing upon the Company's books to be the proprietor of the share, his creditors, in case of bankruptcy, would claim to be entitled to it as part of his general estate.

4. Upon the same principle it would be subject to be taken in execution for the debt of any individual creditor of the vendor.

5. The vendor, although he ceased to have any beneficial interest in the share, is liable to be sued for any calls made upon the share at any time during which he appeared by the Company's books to be the proprietor.

6. The Company is unable to ascertain with certainty who are really beneficially entitled to the shares, and are much inconvenienced in obtaining payment of calls and collecting consents to any arrangements requiring individual concurrence.

Your Committee are fully aware of the very great importance of the considerations belonging to this branch of the inquiry, but they do not feel themselves warranted, under the terms of their appointment, to express any opinion upon it to The House. Should this Committee, however, be reappointed in the ensuing Session, this is a subject to which their attention should be particularly directed.

The evidence taken by Your Committee has established, that in almost every case into which they have inquired, the Parliamentary Estimates of the expense of constructing Railways have fallen far short of the actual expenditure. Your Committee have endeavoured to ascertain under what heads, and owing to what causes, such excess of expenditure has arisen, and they believe that it may be attributed to the following circumstances: The parties promoting the various Bills, as well as the engineers, were devoid of that experience which would have enabled them to form an accurate calculation as to the extent and nature of the work required, the materials to be used, the quantity of land necessary for the purposes of the Railroad, and the buildings indispensable for the accommodation of the Public. In addition to these causes may be stated the over-sanguine expectations, and the natural desire on the part of the promoters of the work to keep as low as possible the calculations of the anticipated expenditure, and thus to show their undertaking in a favourable light. The cost of the land required for the Railroads has frequently exceeded the value estimated before the passing of the Bills. Moreover, in many cases it will be found that there was an advance in the 1463.
price of labour and the cost of materials after the works had been commenced, thus deranging in two important particulars the total amount of the estimate. The works themselves were also of a magnitude never before attempted; and

the scale upon which they were necessarily constructed, made calculations founded upon former experience totally inapplicable. After making, however, every allowance for these circumstances, it appears questionable whether sufficient care was in all cases exercised by the Companies or their engineers in bringing full and well-considered estimates of the probable cost under the notice of Parliament; and in several instances, undoubtedly, plans for Railroads have been submitted to Parliament as mere speculations, by projectors totally unconnected with the district, who were little anxious for the ultimate accomplishment of the undertaking so long as they could derive a temporary profit from the preliminary business which such works necessarily occasion. These remarks, however, do not apply to those many useful public undertakings which redound as much to the credit of their promoters as they conduce to the general benefit of the Public.

There can be no doubt as to the accuracy of the statements made by several of the witnesses, that it was impossible, before the opening of the Railroads, to calculate the nature and extent of the accommodation which would be required to meet the convenience of the Public; and thus the estimates presented to Parliament, as to the cost of erecting stations on the line of the Railway, have been deficient to a very great extent; the demands of the
4694. Public having greatly exceeded what, in the first instance, was anticipated. The cost of engines and carriages has also increased very considerably; the price of a locomotive engine having risen from about 1,000 *l.* to 1,400 *l.* or 1,600 *l.*;* besides which a greater amount of locomotive power, involving increased expense, has been found necessary, and has occasioned very considerable excess beyond the calculations which were originally made under this head of charge.

The second head of inquiry to which the Committee have directed their attention is, the power which has been given by the Legislature to Railway Companies, and the probable effect which the exercise of this power will have upon the general convenience of the Public, and the intercourse of the country.

It does not appear to have been the intention of Parliament to give to a Railway Company the complete monopoly of the means of communication on their line of road; on the contrary, provision was made in all or most of the Acts of Incorporation to enable other persons to place and run engines and carriages on the road, upon payment of certain tolls to the Company. The intention of Parliament in this respect cannot, however, be carried into
114. effect in the way contemplated by the Legislature: for it is obvious that the payment of legal tolls is only a very small part of the arrangement which is necessary to open Railroads to public competition; any person with the mere authority to place an engine and carriages on a Railway would be practically unable to supply his engine with water, or to take up or set down his passengers at any convenient station or terminus, and, indeed, would be placed in
120. such a disadvantageous situation, that all competition with the Company would be rendered impossible.

The safety of the Public also requires that upon every Railway there should be one system of management, under one superintending authority, which should have the power of making and of enforcing all regulations necessary for the protection

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5830. * The cost of the locomotives on the Great Western Railway varies from 1,850 *l.* to 2,150 *l.*

tection of passengers, and for duly conducting and maintaining this new mode of communication. On this account it is necessary that the Company should possess a complete control over their line of road, although they should thereby acquire an entire monopoly of the means of communication. But if these extensive powers are to be granted to private Companies, it becomes most important that they should be so controlled as to secure the Public as far as possible from any abuse which might arise under this irresponsible authority. 132. 136.

It will be found to be the opinion of some of the witnesses, that the interests of the Railway Companies and of the Public can never be at variance, and that the managers of these great establishments, acting with an enlightened view of their own interests, will always have a due regard to the general advantage of the community. A more strict investigation has, however, shown that this assumption is not without exceptions: a main object which the directors of a Company must have in view is to obtain a good return for the capital expended, while it is the primary interest of the Public that the intercourse should be regularly maintained with the greatest safety, speed and economy. To a certain extent it is undoubtedly for the advantage of the Company to satisfy the wishes and supply the wants of the community, especially on those lines where other means of communication yet exist and maintain a competition, although feeble, against these powerful establishments. But cases have already arisen in which the interests of private Companies and of the Public have been found to be opposed to each other; and it appears probable that in proportion as this new system shall supersede other modes of travelling, other inconvenient consequences will ensue, unless some authority be established to watch over and protect the interests of the Public. The fear of a rival line may, in some instances, be a check upon the conduct of a Company; but there are few districts in which the Public will have any opportunity of selection, and obvious and serious difficulties must arise in carrying this means of control into execution. 1311. 4924. 4888.

The Leeds and Selby Railway affords an illustration of a case where the interests of a Company have been at variance and have prevailed over the interests of the Public. Mr. Gott, in his evidence, compares two periods of time, and shows that when the Company raised the fares and diminished the number of passengers by 12,000, the income of the Company was improved by 1,300 *l.* 3905. 3909. 3910.

From the evidence of Mr. Ritson, the treasurer of the Manchester, Bolton and Bury Railway, it appears that a larger revenue was produced to that Company also by the conveyance of a smaller number of passengers. These results will be easily seen by a reference to the accounts contained in the Appendix relating to the Leeds and Selby, the Manchester and Bolton, and the Dundee and Newtyle Railway; and this is a point which Your Committee feel to be especially deserving the attention of Parliament and of the Public. 4151.

It is, of course, the duty of the directors, watching over the pecuniary interests of the Company, to maintain the fares at the point which will produce the largest amount of income; an obligation however which may operate most injuriously upon the public, and especially upon that class of passengers who are least able to afford the charge. The

The injurious effect of the railway system upon the poorer class of passengers will be more severely felt in proportion as other means of cheap travelling by stage-coaches, carriers' carts, and waggons, are gradually superseded. Upon this
5118. point, as well as upon the available means of applying a remedy, the opinions of Mr. Robert Stephenson and Mr. Bury are well entitled to attention.

It has been already shown that the interests of private Companies and of the Public may be at variance, as far as regards the fares of travellers; it is also doubtful whether the same observation be not applicable to the cost of conveying goods by railroads. Some Petitions upon this subject have been referred to Your Committee, and they have consequently made much inquiry upon this important point. Witnesses, whose opinions on this question are deserving of careful consideration, will be found to differ entirely upon the comparative advantage of Companies themselves becoming carriers, or of other persons undertaking the carriage of the goods, while the Company only supply the locomotive power, and fix the hours of departure and arrival. It is stated that the Company can provide, on their own line, for the conveyance of goods more cheaply than can be done by any other carriers, because one general system for the collection and delivery, the warehousing, and the carriage of the goods must, it is maintained, be more economical, than when several rival establishments are kept up, each having a less amount of business; and also because the nature of railroad traffic will not allow that competition
2502. 2520. among carriers which is produced when rival establishments convey goods upon canals or common roads.

3793. 4955. 4970. 5152. Upon this subject the opinions of Mr. Baxendale, Mr. Rathbone, Mr. Bury, Mr. Plummer, and Mr. H. Earle, are peculiarly deserving of attention.

In this branch of the inquiry it will be most convenient to distinguish between goods comprising the general merchandize of the country, and those lighter articles requiring more rapid transmission, technically called coach parcels; since it appears that these last are in almost every instance conveyed under the management and responsibility of the railway companies, while as regards the former, various systems have been adopted.

In respect to merchandize, the London and Birmingham Company have adopted the system of open competition, and, supplying the locomotive power and waggons, have, since the completion of their arrangements, allowed all carriers, under certain regulations, to convey goods over their line of road.

90. On the other hand the Grand Junction Company appear to have been desirous of following a contrary system; but in consequence of the regulations adopted by the London and Birmingham, they have admitted private carriers engaged in the London trade upon their line, but have retained to themselves the conveyance of all Birmingham and Lancashire goods.

4962. The Liverpool and Manchester Company have always been the exclusive carriers on their line.

4961. The Bolton and Leigh Railway, communicating with the Liverpool and Manchester, is let to a single carrier.

2536. The North Union professes to follow the example of the London and Birmingham, but as yet only one carrier has established himself upon the line,

line, and as he is the lessee of the Bolton and Leigh, it is conjectured that his wealth and influence may virtually enable him to retain the entire carriage of goods upon these two lines.

The Newcastle and Carlisle are the sole carriers on their line. 3795.

The Stockton and Darlington are carriers on their line; but there are also other parties, using horse power, who carry goods on this railway. 4433. 4436.

The Leeds and Selby Company are the sole carriers on their line. 3945.

The Railroads that are only partially opened do not as yet carry goods to any great extent, but the Companies have in general retained the conveyance in their own hands.

Although Your Committee have directed their particular attention to this important subject, and have collected a great variety of evidence, as well from the gentlemen to whom they have above alluded, as from others; nevertheless, they feel incompetent to offer an opinion to The House until further experience shall more fully develope the comparative inconvenience and advantage of either system; indeed, until the great lines of communication between distant parts of the country shall be more generally completed, and the public wants and demands for the conveyance of goods and parcels more extensively known, it will be difficult to decide in what way the interests of the public can be best protected, under the practical monopoly which will be then established. 924.

In regard to the conveyance of parcels, different considerations will arise; speed and security are, in this case, points of more importance than the actual cost of the transmission; whereas, with regard to goods and heavier merchandize, economy must be also a main object of consideration. 3135. 4707. 2457. 2597.

It has been suggested to Your Committee, that although it might be impracticable to open a railway to general competition, yet it might be, under certain circumstances, advisable, that a facility should be afforded for the engines and trains of one Company to pass over the line of a connecting railway.

Any Company, as has been already stated, can at present virtually prevent other Companies from passing over their line of road, not only by charging them the maximum toll, but by depriving them of all the necessary accommodations. In some cases, however, agreements have been entered into between different Companies, by which the engines and trains of one Company are permitted to travel over the road of another Company. This has been allowed on the Liverpool and Manchester, where, amongst others, the trains of the Grand Junction are allowed to travel over the whole line. These two Railways are, however, chiefly under the direction of the same persons, by which much of the inconvenience which would otherwise arise from this arrangement is obviated. Some witnesses state it as their belief, that this liberty might be granted with safety upon railroads in general, under the restriction that the locomotive power should be subject to the immediate control of the Company on whose line it is used. 114. 402. 4935. 5084. 5140. 2624. 386. 390. 4401.

Intimately connected with the preceding question, is the propriety of allowing a terminus to be common to more than one Railway. Upon the first establishment of Railways it was deemed an advantage, especially as regarded the approaches to London, that one main line should lead to the 4697. 5149.

1018. common terminus of several Railroads, nor was it even considered necessary that there should be separate and distinct lines of rail set apart for each branch of the intercourse. It may be said that no inconvenience has attended the Grand Junction Railway, and the Liverpool and Manchester having a common terminus at Liverpool; there however a distinct station for passengers, and another for goods, has been established. An Act of the present session has allowed the Northern and Eastern Railway to abandon their intended terminus, and to make use of a portion of the line and of the
2668. terminus of the Eastern Counties Railway. After making every inquiry
2694. upon this subject, Your Committee feel bound to state it as their opinion, that where the same line of rails is to receive trains arriving from two or more separate lines of communication, the risk of accidents is greatly increased. Wherever such junctions are permitted, the safety of the passengers requires that all the circumstances of the case should be carefully investigated. The points to be especially ascertained are, the length of line which is common to more than one Railway, the peculiarities of the curves and gradients at the point of junction, and the anticipated frequency of the departure and of the arrival of the trains.

This subject has been more especially brought under the notice of Your
1719. Committee by an examination into the proposed arrangements of the Greenwich Railway, to which Your Committee request the serious attention of The House. It will be seen from the evidence that one mile and three quarters of the Greenwich Railway is intended eventually to be made common to four different lines of communication, namely, to the Greenwich, the Croydon, the Brighton, and the Dover. These two last Railway Companies have made arrangements to travel over a great portion of the Croydon Railway, employing however their own locomotive power, and thus the traffic of the four Railroads will have in common the above-mentioned portion of the Greenwich line, where it further appears there are only two lines of rails, and
1725. 1726. where, without an extension of the arches on which the road is laid down, it
1744. 2321. will be impracticable to increase the number. The trains on the Greenwich
2347. 2700. line are dispatched every quarter of an hour from each terminus, and in holi-
3221. 5145. day time, or when any circumstance renders more frequent trains desirable, they are started at shorter intervals. The intercourse with Croydon will, it is stated, require a frequent dispatch of trains. The arrangement also by which the terminus, with its necessary buildings, is situated on the northern side of the Railway, so that the traffic conveyed along the Croydon Railroad must necessarily cross the southern line of the Greenwich Railway, increases the chances of collision, and consequently enhances the danger to the passengers.

It is but just however to the Companies to observe, that the Directors by the erection of a lighthouse at the junction of the two Railways, by the establishment of a code of signals, and by other means, have endeavoured to obviate the dangers and inconveniences of the proposed arrangements.

Your Committee feel that they should neglect their duty if they did not express a decided disapprobation of these arrangements, by which they are inclined to believe the safety of passengers will be exposed to considerable hazard. The directors of the four Railways have expressed a willingness to adopt some remedy which might be satisfactory to the Committee, and have proposed three different schemes for approval. The first is a plan for doubling the width of the Greenwich Railway as far as the point of junction, by adding

to

to the arches, and substituting four lines of rail, instead of the two lines at present in use. The second plan is to make a new line, deviating at a certain point from the Croydon, so as to separate the communication with Brighton and Dover from all necessary connexion with the Greenwich line and to give to these Railways a new terminus near the Elephant and Castle. The third plan is to make an entirely new line from Croydon, so as to render the Brighton and the Dover Railways independent both of the Croydon and of the Greenwich lines. 2023. 2054 2311. 2350. 4561.

The Committee do not feel it to be within their province to express any opinion as to which of these proposals should be preferred; but entertaining very serious doubts how far the present arrangements are compatible with the safety of the passengers conveyed on the Croydon and Greenwich line of Railroad, they must record it as their deliberate conviction, that the four lines referred to should not be permitted to convey passengers until some plan shall have been adopted by which the apprehended danger may be removed. 2632.

Your Committee are aware that these observations interfere with arrangements which have received the sanction of Parliament, but they are of opinion that the public safety in this instance justifies the warning which they have thought it their duty to give; and they believe that the Legislature having conferred these large powers on private Companies, and having secured to them the possession of important monopolies, no just complaint can be made against any interference with these establishments which may be deemed necessary either for the security or for the convenience of the Public.

Under this head of the inquiry your Committee have also directed their attention to the general question, whether or not travelling by railways has been attended with danger to the passengers. Considering the great number of persons who have travelled over railroads, it may be confidently stated that very few accidents occasioning any serious injury to passengers have occurred. Under proper regulations, and with due vigilance on the part of the managers of these establishments, it does not appear that the velocity of the conveyance is necessarily attended with that degree of risk which many persons, unacquainted with this new method of travelling, had anticipated. At the same time Your Committee feel it to be their duty to point out certain circumstances connected with railways, which have not sufficiently attracted the attention of Parliament.

The good fencing of these roads is essential to the safety of the passengers; and it must be observed that the bank on which a railroad is formed especially attracts the cattle, by reason of its dryness, compared with the adjoining fields; while one small defect in the fence may endanger the lives of the whole train of passengers. It is indeed doubtful whether a thorn hedge can be considered a sufficiently secure protection for the line of a railway; but it is certain that the power of obliging a Company to make good its fences should not be left to the proprietors or occupiers of the adjoining lands, who may not be constantly vigilant, or who may not choose to interfere. The general interest of every Railway Company is intimately connected with the security of the passengers; but this Your Committee feel can hardly be deemed a sufficient guarantee in cases where a momentary inadvertence may occasion most calamitous results. 276. 711. 985. 987.

1937. 2280. 4469. 5208. 5411. Another source of danger arises from Railroads being permitted to cross public ways on a level. A much more objectionable system appears to have been, also, in some cases sanctioned by the Legislature, namely, permitting one railway to cross another railway on a level. Your Committee have no hesitation in stating their belief that very great additional risk is occasioned by this permission; and they would strongly recommend these points to the consideration of Parliament.

As a branch of the same subject, Your Committee beg likewise to direct the attention of The House to the great importance of the switches (or points by which two lines of rail are connected) being placed under proper and effective care. The want of due caution in these cases has been already productive of serious accidents, and it is suggested that some arrangements should be made by which the risk of similar accidents may in future be avoided. Upon this subject Your Committee have examined several gentlemen connected with Railway Companies, and they are glad to perceive that their attention has been already engaged in considering what improvements can be introduced to render these points of connexion less dangerous.

818. 1055. 3195. 4009. 5188. It is essential to the safety of the Public and to the maintenance of regular intercourse by Railroads, that the Companies should have a more perfect control over their own servants. Much concurrent testimony upon this point will be found in the Evidence; and where the lives of many persons depend on the good conduct and ready obedience of the subordinate officers, and where the smallest irregularity may be attended with fatal consequences, a system of exact discipline should be encouraged, and powers should be given to the directors for the purpose of upholding their authority.

539. It appears that on some railroads a book is kept at every station, in which travellers may enter their complaints, and these are regularly brought under the notice of the directors; a practice which might be adopted on all lines with advantage to the Companies and to the Public.

Your Committee have instituted various inquiries with the view of discovering how far the interests of the community may require that some controlling authority should be established to protect the Public against any combination, or any arbitrary regulations on the part of Railway Proprietors, and whether or not such an authority would be considered injurious to the property invested in Railroads. The first part of this investigation was directed to the bye-laws which every Railway Company has the power of making and of enforcing. At present it appears that the directors of any Railway have the power of making bye-laws, which regulate the conduct, not only of their own servants, but of all persons travelling on their road. These Companies, therefore, possess very extensive and very arbitrary powers, and in some cases these laws need not receive the sanction of any supervising authority, while by some more recent Railway Acts it is required that they shall be sanctioned either by the Judges at Assize, or by the Magistrates at Quarter Sessions.

956. 1179. 816.

It would be far better, for the sake of establishing as much as possible one uniform system, and for duly protecting the general liberty of the subject, that some supervising authority, in the nature of a Board, should be established,

lished, to which all bye-laws might be referred, and which might have the power of sanctioning all necessary regulations, and annulling such as were not justified by the peculiar circumstances of the case, or by the general interests of the community. For a purpose so plainly justifiable as the revision of bye-laws, it does not appear that there would be any objection to the establishment of a superintending Board. There are, however, many other questions in which the Public are concerned, and upon which it would be frequently desirable to have some controlling authority. Disputes may often arise between the directors of connecting Railways, by which the Public may suffer very materially, and where some superior authority might interpose with very great advantage both to the proprietors of the Railways and to the travellers on the several lines. On this subject there is considerable difference of opinion among the witnesses connected with Railway Companies, who have been examined by Your Committee; some have thought that these questions must be left to arbitration between the parties, while others have stated it as their belief, that in such cases a tribunal of reference, with a controlling authority, might be beneficially established. The advantage of this arrangement would, however, depend on the constitution of the superintending tribunal, and whether or not it was such as to merit the confidence of the Public and of the Railway Proprietors.

197. 398. 1063. 1567. 1582. 1816. 2283. 3179. 3995. 4527. 4739. 3839. 4739.

It is clear that the general interests of the community must sometimes be at variance with the interests of Railway Proprietors, and that in such cases the combination of capitalists, held together by common advantage and guided by able directors, will probably prevail against the disunited efforts and casual resistance of the Public.

Your Committee are unwilling hastily to put forward opinions which might have an injurious effect on these great and useful undertakings: on the contrary, they are desirous of recording their opinion of the benefits which the country has already derived from the introduction of this new and important means of internal communication; nor can they refrain from expressing how highly they estimate the services of those who have devoted, and still continue to devote their time, their talents, and their exertions, to its extension and improvement.

The Legislature having practically given to these Companies a complete control over all the great channels of intercourse throughout the country, Your Committee deem it to be indispensable both for the safety and convenience of Passengers and the Public, to prohibit, so far as locomotive power is concerned, the rivalry of competing parties on the same line, although such prohibition involves the continuance of the monopoly: but in proportion as they recommend this, so must they, on the other hand, give it as their opinion, that a supervising authority should be exercised over all the arrangements in which the Public are interested. It would seem advisable that this control should be placed in the hands of the Executive Government, and it might be expedient to vest it in a Board to be annexed to the Board of Trade, of which the President and Vice-President should be members, together with one or two engineer officers of rank and experience.

This Board must have certain powers confirmed by the authority of Parliament. It should not interfere with any proposed Railway before the Act of Incorporation had passed; nor should it be authorized to control or regulate the works of any Railway during their progress, except in cases where the Company might apply for the opinion or the sanction of the Board. Your

Committee, however, are inclined to recommend that no new Railroad should be opened for the conveyance of passengers, until an inspection had been made under the sanction of the Board, who, if dissatisfied with the condition and state of the Railroad, should have the power of adopting legal proceedings on behalf of the Public. It should possess no authority to lay down rules for the government of Railway Companies, but should have conferred on it a control over those regulations to which the Public may be subjected by the exercise of the extensive powers now vested in such Companies by their respective Acts, nor should any bye-laws have the force of law without the previous sanction of this Board.

All complaints on the part of the Public, arising from the powers exercised by these Companies, should be addressed to this Board; who might in the first instance, if they should think fit, represent to the directors any danger or inconvenience arising from the state of the road, or from improper arrangements on the part of the Company, or from misconduct on the part of their servants; and if such representations should be disregarded, might be empowered to take legal proceedings at the public expense. This Board, moreover, would be the fit tribunal of arbitration in all matters of dispute between connecting lines.

Your Committee are not prepared to recommend that this controlling authority over Railway Companies should be established until the subject shall have undergone that consideration and discussion which its importance demands, and which they hope and expect it will obtain previous to the next Session of Parliament, when, if The House should adopt the recommendation of re-appointing this Committee, it should be made the subject of further inquiry: but your Committee do not hesitate to repeat their opinion, that some such superintending Board will be required for the purpose of protecting the weak against the strong, and counteracting the evils incident to monopoly.

The present system of taxing Railroads. A Petition was referred by The House to the Committee, from the Forfar and Arbroath Railway Company, praying that an alteration might be made in the principle of levying the tax upon railway passengers.

The present tax is one-eighth of a penny per mile for each passenger actually carried; but by the 52d section of the Act imposing this tax, the Board of Treasury was empowered, whenever they shall deem it expedient, to compound with Railway Companies for any sum of money less than the amount of duties chargeable under this Act, in lieu of these duties. By the evidence of the Chairman of the Board of Stamps and Taxes, and by an account furnished from that department, it will appear how extensively, more especially in the North of England and in Scotland, this power has been exercised, and how much less than the full amount of the tax has been levied. It further appears, from the evidence of the gentlemen connected with the department of Stamps and Taxes, that these compositions are determined after a review of the peculiar circumstances of each case, and of the propriety of each individual application, and that no general principles applicable to these cases have been laid down or acted upon. These compositions have been entered into for three years, and in some instances have then terminated, whilst in others they have been renewed, though not upon terms so favourable to the Railway proprietors. Your Committee have no reason to suppose that this power has been exercised improperly; but they think it advisable that this subject should be considered by the Committee in the ensuing Session.

Vide Appendix.

The

The petitioners above referred to pray that this tax may be altered into a tax on the gross income of the Railway derived from the conveyance of passengers. They state, as a reason for this prayer, the very unequal operation of the present tax upon Railways, whose income is derived chiefly from second-class passengers; and they further state that it operates injuriously to the interests of the poorer classes, inasmuch as it obviously bears a larger proportion to the lower rate of fares than it does to the higher. Upon this subject Your Committee examined several witnesses, to whose evidence they wish to call the attention of The House. It cannot be denied that the pressure of the tax is unequal, and falls more heavily upon Railways in the poorer districts of the country, and where the passengers are chiefly labourers and mechanics, than it does upon the great lines, where a number of travellers pay the highest rate of fare. The Railroads in Scotland, and in some parts of the north of England, are more especially affected by the present mode of levying the tax.

3208. 3674. 3821. 3974. 4153. 4686. 4783. 4920.

There would, however, be considerable difficulty in fixing upon a percentage which would produce the present amount of revenue; and it would also be in the power of any Railroad Company to lessen the gross income derived from passengers without reducing their profits. For instance, the London and Birmingham Railway does not at present limit very strictly the quantity of luggage which the travellers, without any additional charge, may carry with them; but if a tax were to be levied upon the gross income derived from passengers, it would then be for the interest of the Company to reduce the fares of the travellers, and make a charge for their luggage, since the profits arising from this charge would not be subject to taxation. In the present state of Railway Communication, Your Committee do not feel prepared to recommend any immediate change in the system of taxation, such as is urged by the petitioners, especially when they consider that Railroads are greatly favoured in this respect as compared with other modes of travelling by land; but they feel that this is a subject well deserving the attention of the Legislature, and the future investigation of a Committee.

In the Appendix will be found a copy of a List of Queries transmitted by the President of the Board of Trade to Her Majesty's Secretary for Foreign Affairs, suggesting that the same should be forwarded to Her Majesty's Ministers abroad, with a copy of Lord Palmerston's reply; this information will, Your Committee hope, be obtained before the next Session of Parliament.

Your Committee recommend the careful perusal of the Evidence which they have received, and of the documents accompanying this Report, from which much new, useful, and important information will be obtained. From such a perusal it will be seen, that several material questions came incidentally before Your Committee which are not adverted to in this Report, but the consideration of which must engage the attention of the Committee should it be revived in the next Session.

9 *August* 1839.

PROCEEDINGS OF THE COMMITTEE.

Lunæ, 15° *die Aprilis*, 1839.

PRESENT.

Mr. Bingham Baring.	Lord Seymour.
Mr. Freshfield.	Lord G. Somerset.
Mr. Greene.	Mr. P. Thomson.
Sir John Guest.	Mr. Thornely.
Mr. Loch.	Sir H. Verney.
Lord Sandon.	

Mercurii, 24° *die Julii*, 1839.

LORD SEYMOUR, IN THE CHAIR.

Mr. Freshfield.	Lord G. Somerset.
Mr. Loch.	Mr. Thornely.
Lord Sandon.	

Jovis, 25° *die Julii*, 1839.

LORD SEYMOUR, IN THE CHAIR.

Mr. Freshfield.	Lord G. Somerset.
Sir John Guest.	Mr. Thornely.
Mr. Loch.	

Lunæ, 29° *die Julii*, 1839.

LORD SEYMOUR, IN THE CHAIR.

Mr. Freshfield.	Mr. Loch.
Sir James Graham.	Lord G. Somerset.
Sir John Guest.	Mr. Thornely.

Proposed, Report further considered.

Amendment proposed (Sir *John Guest*) p. 3, l. 23, to leave out "frequently," and to insert "generally."

Question, That "frequently" stand part of the Report, put.

The Committee divided.

Ayes, 4.	Noes, 1.
Mr. Freshfield.	Sir J. Guest.
Sir J. Graham.	
Mr. Loch.	
Mr. Thornely.	

Martis, 30° *die Julii*, 1839.

LORD SEYMOUR, IN THE CHAIR.

Sir G. Graham.	Mr. P. Thomson.
Mr. Loch.	Mr. Thornely.
Lord G. Somerset.	

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Robert Stephenson, Esq. - - - - - - - - - 282

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MINUTES OF EVIDENCE.

Martis, 30° die Aprilis, 1839.

MEMBERS PRESENT.

Mr. H. Baring.
Mr. Freshfield.
Sir James Graham.
Mr. Greene.
Mr. Loch.
Lord Sandon.
Lord Seymour.
Lord G. Somerset.
Lord Stanley.
Mr. Thornely.
Sir H. Verney.

LORD SEYMOUR, IN THE CHAIR.

John Moxon, Esq., and Mr. *Robert Serill Young*, called in; and Examined.

John Moxon, Esq. and Mr. *R. S. Young*.

30 April 1839.

1378. *Chairman.*] (*To Mr. Moxon.*) YOU are chairman of the London and Croydon Railway?—I am.

1379. (*To Mr. Young.*) You are the secretary of the company?—I am.

1380. Mr. *Loch.*] How many Acts have you obtained for the purpose of enabling you to make this railway?—There are four.

1381. Can you state what the first Act is under which you obtained powers to form the company?—The first Act was June the 12th, 1835.

1382. What was the amount of capital that you were empowered to create under that Act?—Under the first Act the power was to raise 140,000 *l.* in shares.

1383. What amount each share?—£. 20 each share.

1384. Have you any power to raise money by loan under that Act?—We had an extra capital of 45,000 *l.*

1385. Was that to be borrowed upon mortgage?—It was; not upon bonds.—(*Mr. Moxon.*) There was also a power, which Parliament has not often given since, by which we were enabled to create shares for that 45,000 *l.*, if we wished it.

1386. So as to capitalize it?—Yes.

1387. Have you so capitalized it, or is it still outstanding upon mortgage?—(*Mr. Young.*) There is not any upon mortgage, although there is power in both the Acts to raise upon mortgage.

1388. Then, in point of fact, have you raised that 45,000 *l.*?—Yes.

1389. Mr. *Freshfield.*] The sum of 45,000 *l.* you were entitled to raise by mortgage, or you might raise it by converting it into shares?—Yes, in which way we pleased.

1390. *Committee.*] Then the next Act was the 6th & 7th of Will. 4, c. 121?—Yes.

1391. You then obtained a power of raising a further sum of 100,000 *l.*?—Yes.

1392. Was that by the creation of shares?—Yes.

1393. What was the amount of those shares?—£. 20 shares; the whole of the shares are 20 *l.* by all the Acts.

1394. Were those shares offered first to the holders of original shares?—They were.

1395. Were they all taken by the holders of original shares?—They were, with the exception of a small part.

1396. What became of those which were not so taken?—They were sold publicly.

1397. Were they sold at a premium?—They were; and the premium was passed to the credit of the company.

1398. The next Act was the 1st of Vict., c. 20?—Yes.

1399. Under that you are empowered to raise a further sum of 160,000 *l.*?—Yes.

John Moxon, Esq. and Mr. *R. S. Young*.

30 April 1839.

1400. Was that also by the creation of shares?—It was by the creation of shares and bonds.

1401. But by that Act you have the power of raising, in addition to the 160,000 *l.*, a further sum of 140,000 *l.* by loan?—Yes, we have.

1402. Then does your answer, that you are enabled to raise 160,000 *l.* by shares and by bonds, apply at all to the 140,000 *l.*, or do you restrict it to the 160,000 *l.*?—The shares are restricted to the 160,000 *l.*; the bonds are quite distinct, and they have been considered so.

1403. Have you created shares to the amount of 160,000 *l.*?—(*Mr. Moxon.*) All but 10 *l.*; but the Committee will see by the statement which we have made that that 160,000 *l.* has been distributed in the following manner: April 1838, 6,000 shares of 20 *l.* each, created at 15 *l.* per share, produces 90,000 *l.*, and in February 1839, 6,666 shares, created at 10 *l.* 10 *s.*, gives 69,990 *l.*, which exhausts the credit given by the Act of Parliament within 10 *l.*

[*The Witness delivered in the paper, which is as follows:*]

"Capital of the London and Croydon Railway, 30 April 1839.

		£.
October 1835.—7,000 shares at 20 *l.*		140,000
July - 1837.—7,000 — 14 *l.*		98,000
April - 1838.—6,000 — 15 *l.*		90,000
February 1839,—6,666 — 10 *l.* 10 *s.*		69,990
Shares		397,990
Bonds		75,700
Further powers		54,300
Total capital raised and authorized to be raised	£.	527,990

N.B.—Further powers sought Session 1839: Shares, 100,000 *l.*, mortgage, 33,000 *l.*"

1404. Were the whole of those shares taken by the holders of the original shares?—(*Mr. Young.*) Yes, by the then holders of the shares.

1405. Upon the payment of 15 *l.* for those shares they were entitled to receive a capital of 20 *l.*?—Yes.

1406. Then you have exhausted the whole of your powers under those three several Acts?—Yes; the whole in respect of shares.

1407. Then there is a further sum of 54,300 *l.* that may still be raised upon bond?—Yes.—(*Mr. Moxon.*) And is now in the course of raising; a proposal has been before the directors for raising it upon bond.

1408. What interest do you pay?—Five per cent.

1409. Do you guarantee for any length of time?—Ten years, seven years, and five years, from July 1838; under which powers we have raised altogether, up to the present day, 75,700 *l.*, and there are still unissued and subject to present negotiation, 54,300 *l.*

1410. Are the bonds 300 *l.* bonds?—They are of various sizes, from 300 *l.* up to 1,000 *l.*; and we have in fact issued one for 8,000 *l.*

1411. You said that you had four Acts?—(*Mr. Young.*) I said four, but there is one at present in Parliament.

1412. Have you at any time raised any capital by means of anticipation of your shares?—None.

1413. Mr. *Baring.*] What length is your railroad?—(*Mr. Moxon.*) Eight miles and three-quarters to the junction, besides the station in Tooley-street; our railway starts from one mile and six furlongs of the Greenwich Railway, it then goes off to the southward for eight miles and three-quarters to Croydon. But we have a station, independently of the Greenwich station, attached to it, on the left hand side, which has cost us, in pulling down houses and making arrangements for the Brighton traffic and ourselves, a large sum. There is attached to our railway, which is a small line of railway, a station calculated to accommodate the public to a large extent, and which cost a large sum.

1414. Mr. *Greene.*] Is it contemplated that your railway should form a part of the railway to Brighton?—It does; it was so argued under the Bill which was obtained by the present Brighton Company, which has actually effected a junction

at

at about seven miles and a half of our railway, and one mile and a quarter before reaching Croydon.

1415. Then is it contemplated that the Brighton Company will come upon your line with their engines?—Yes.

1416. Mr. *Loch.*] What is the amount that you propose to raise under the Bill that you have now before Parliament?—(*Mr. Young.*) £. 100,000 in shares, and 33,000*l.* on mortgage.

1417. Mr. *Thornely.*] The 100,000*l.* in 20*l.* shares?—Yes.

1418. Mr. *Loch.*] It would appear from the paper which you have delivered in, that in October 1835 you had created 7,000 shares at 20*l.* each, the whole of which is raised?—Yes.

1419. In July 1837 you created 7,000 additional shares at 14*l.* paid up, so that there is 6*l.* per share to be paid up?—(*Mr. Moxon.*) No; we were obliged, on account of the then state of public opinion, owing to the contest between the Brighton Railway Companies, which was not at that time decided, to submit to a heavy discount in order to raise capital, and we obtained power under the Act to issue our shares for what they would fetch among subscribers or the public.

1420. Mr. *Thornely.*] Did you sell those shares at 14*l.*, for which previously you had obtained 20*l.*?—Yes; the public opinion having become unfavourable to us, on account of the contest in Parliament of the Brighton Railway Companies, we were compelled to sell the shares, not at 20*l.* each, but at 14*l.*

1421. Mr. *Loch.*] Then when you begin to make dividends, you will divide upon 20*l.* instead of 14*l.*?—Yes, in the same way as all canal and railway companies do.

1422. Then if your railway succeeds, the holders of the original shares, having taken the new shares, will benefit in the one case after the rate of 6*l.* a share, and in the other case after the rate of 5*l.* a share?—(*Mr. Young.*) Just so.—(*Mr. Moxon.*) But in all cases, in order to make the creation fair, we offered the shares in the first instance to the existing registered shareholders; after which, if they did not take them, the subscription list was thrown open to the public.

1423. Mr. *Loch.*] Did you offer them at the rate of 20*l.*?—It was found impracticable, because the shares had fallen in the market to very nearly 14*l.*, therefore it was impossible to sell at 20*l.*, what, in the market, would fetch barely 14*l.* 5*s.*; we were in all cases regulated by the market price of the shares, in the same manner as Government, in making loans, is obliged to regulate itself by the market price of the stocks.

1424. The shares that were created in 1838 amount to 6,000; how did you divide them among the original shareholders?—Having at that time 14,000 registered shares, as the Committee will perceive by the two former creations, we offered to the existing shareholders the subscription of 6,000 shares created in April 1838, and it was all taken by them.—(*Mr. Young.*) Divided in the ratio which 6 bears to 14.

1425. Then in 1839 you created 6,666 shares, and they were dealt with in the same way, only including the 6,000 of the previous year?—(*Mr. Moxon.*) Precisely in the same manner; there was then a basis, as the Committee will perceive, of 20,000 shares, and to those 20,000 shares we offered one in three, and that has been substantially acceded to, with the exception of 20 or 30 shares.

1426. Do you propose to proceed in the same manner with the additional capital you are seeking to raise by the Bill now before Parliament?—We apprehend that, following the example of the Government in its dealings with the stocks, and also the example of the canal companies, which are obliged to depend upon public opinion, we shall be compelled to raise our money according to the existing price of shares.

1427. But the holders of 26,666 shares will have the offer of them?—We shall offer them at a fair price, regulated by the market price, to the existing shareholders in the first instance, always saying in the second clause, that if not taken by the existing registered shareholders, the public may participate in whatever is not taken.

1428. Mr. *Freshfield.*] You are not bound to sell?—We are not bound to sell.

1429. Even though they should be at a premium?—No, we are not bound to sell, supposing that the shares rose.

1430. Are you bound to sell for the benefit of the public at large?—(*Mr. Young.*) No, there is no clause in the Act to that effect.—(*Mr. Moxon.*) We apprehend that the interest of the subscribers would be sufficiently ensured if we offered them any new creation of shares at the existing market price, or nearly the existing market price.

John Moxon, Esq. and Mr. *R. S. Young*.

30 April 1839.

1431. Mr. *Loch*.] What is the body which is to determine what the existing market price is?—The money market is the place where the shares are dealt with.

1432. But what body regulates that?—The directors, modified by the opinion of the great body of the constituents; for instance, if we required too high a price, our subscription-list would not be filled; but if it is regulated by the existing price of shares, we find in all instances, notwithstanding the variation in the public opinion as to our railway, or the money market, that it has been filled immediately.

1433. Mr. *Freshfield*.] The difference between your giving the shares to the proprietors, and your selling them at a premium in the market, would be, that that premium would become money to lay out in the completion of your works?—Undoubtedly; but I hope the Honourable Member will understand, that if the share was 22 *l*., and that was the fair price, we should in no case offer to create at less than 21 *l*.; an inducement must always be given in raising a large amount of shares.

1434. Still the advantage would pass directly into the pocket of the individual proprietor?—Yes, of the capitalists who have been labouring for years in the execution of the railway.

1435. Mr. *Loch*.] Is there any section in any of your Bills giving a preference to one class of shareholders over another?—Never, except this, that sometimes shares have existed in the form of an obligation to take them, and that has always formed an exception; in fact, that does not apply, for we have always made the subscription for new shares conditional, that the party subscribing must be a registered shareholder; his name and address inserted in our register-book.

1436. Then after you have opened and paid dividends, the original shareholders will not be postponed till those that came in afterwards are paid?—No; there is such a power in the Act now before Parliament; but if we are speaking of that which is given, there is certainly none.

1437. What is the power which you allude to in the present Bill?—(*Mr. Young*.) To issue preference shares; there is that power in the Bill now before Parliament.

1438. Then the holders of those shares will be entitled to receive dividends before the holders of the other shares receive any dividends?—Yes.

1439. Has that been acceded to by the proprietors?—No, it has not; it is not necessary to call the proprietors together upon that.—(*Mr. Moxon*.) But the proprietors are aware that we should insert all the clauses inserted in other Railway Acts, because the proprietors are sensible that if shares, as in the case of the Greenwich Company, could be raised by no other means but by preference shares, it was better to postpone the dividends upon the original capital than to allow the railway to lie fallow or unfinished; but we never contemplated issuing preference shares, except in case of public opinion abandoning us; in that case we consider bonds themselves a kind of preference shares, because the dividend upon the shares themselves is postponed till the payment of the bonds.

1440. Mr. *Freshfield*.] The bond is even more preferable, is it not; because the bondholder is to receive interest, though no profit is made?—Yes; anything except working expenses would go to the bondholder; he cannot take away working expenses, for he lives by the working of the railway.

1441. Mr. *Loch*.] Then you believe that it is an arrangement beneficial to the proprietors to issue preference shares?—I am confident, in a body of 300 shareholders, we should not have five dissentients, and these factious.

1442. You have not brought it before a meeting of the proprietors?—Everything has been stated to them, and we have had questions asked upon our statement; we said we were going to Parliament to obtain further powers in order to finish and pay off the debts of the railway. They asked us, "what powers are you about to take?" and we not only stated that we should take all the usual clauses, but in reply to questions, stated what those clauses would consist of.

1443. In place of your being able to make the works for 195,000 *l*., the sum given in the original estimate, you have raised 527,990 *l*., and now you apply to Parliament for power to raise 133,000 *l*.?—Yes. I hope the Committee will allow me to make a short statement with regard to the difference between the capital originally authorized to be raised, and that which will be necessary by the time the railway is finished. When we went to Parliament first, we projected to buy, which we did eventually, the line of the Croydon Canal, the course of which followed, to a great extent, the sinuosities of the country; and our first project was, that the railway should follow, as nearly as possible, and without purchasing adjoining property

perty any further than we could help, the curves of the canal. We also projected to attain the elevation of the country, which is 135 feet above high-water, by a rise of one mile and three-quarters, graduated at the rate of 78 feet per mile. We also intended to start from what we believed would turn out to be an enlarged station of the Greenwich Company. Now, the Committee will perceive that I have just opened the sources of a large increased expenditure. When the Brighton companies, in opposition to each other, were applying to Parliament, the argument of Mr. Stephenson's company was, that the elevation of the Croydon Railway would be insurmountable; that the curves were highly objectionable, and that, in point of fact, the railway could not be worked for those causes; and because there would be no sufficient station at Tooley-street, the London terminus of the Greenwich Railway, we therefore, in deference to what appeared to be, and in fact was, the opinion of the Committees of both Houses of Parliament, lengthened our plane from 1 ¾ miles to 2 ⅝, by lowering the gradient, by cutting down the country, and buying a considerable quantity of land on both sides of the railway; thus incurring, in mere cuttings and embankments, a considerably increased expense. We also abandoned the sinuosity of the canal, and took a straight line throughout the country; thus increasing our estimate, as nearly as I can recollect, for lands purchased, from about 40,000*l.* to about 97,000*l.* We also, with regard to the station, the accommodation of which, the Committee are aware, must be large for the traffic from the southward, applied to the Greenwich Company to know what conveniences they were prepared to afford the public. They stated to us, that in fact they had expended so much money, that it was necessary, if we wanted any station at all, that we should provide it for ourselves. Upon that we made application to Parliament, and immediately upon obtaining leave, bought the ground for the station, and erected the buildings, at a cost which will also add very considerably indeed to the expenditure upon the railway; I should be, perhaps, within the mark if I said 95,000*l.* I think I have now detailed to the Committee the reasons which did not depend upon ourselves, but on the inability of the Greenwich Company to afford the accommodation required by the public, and also the necessity for altering the gradients and sinuosities of the line, in deference to the opinions prevailing in Parliament during the contest upon the Brighton lines, and that was one of the reasons, added to the ordinary reasons, that increase the expenditure of all railways beyond the estimate; why, in our opinion, the actual expenditure has been increased apparently from the original estimate of 195,000*l.*

1444. Then, in point of fact, the railway that you have now nearly completed is not the same railway as that which you had applied to Parliament for leave to make?—By no means as to the line, or as to the stations.

1445. What did you do with the canal; did you purchase the canal?—We were obliged to purchase the canal by a clause, inserted at the instance of the Incorporated Croydon Canal Company, which forced us, in taking their canal, to buy their incorporated rights; they went to Parliament, and petitioned that we should not be allowed to make our way through the country without agreeing, by private arrangement, or before a jury, to buy their canal.

1446. *Chairman.*] Shall you keep the management of the canal as well as the railroad?—The line of the canal hitting the railway in several places, we have entirely stopped the canal; we use the basin of it, in the Greenwich Meadows, for the coal trade.

1447. Mr. *Loch.*] Were the prices that you were forced to pay for the land above the estimate you had made?—Very considerable, in many instances. I would select as one instance to mention to the Committee, that we had endeavoured to make an amicable arrangement with the Croydon Canal Company, whose works we had superseded, and we were sanguine that as the canal had been instituted for 35 years, and had never paid any dividends upon the shares, or interest upon the bonds, that, in fact, we could have it for about 18,000*l.*; that not being consented to by amicable arrangement, we went to a jury in the usual manner, and paid, including all expenses, about 45,000*l.* That was the beginning of our misfortunes; instead of paying 18,000*l.*, which we felt confident the canal might be obtained for, we were obliged to pay by a jury 45,000*l.*

1448. Have you been obliged to apply to a jury in many instances, in the purchase of land?—In the London station, in the majority of instances; in one or two instances only in the country.

1449. What reason have you to believe that the sum you are now applying for will enable you to complete your works?—We have this reason, that the station affording

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affording a good accommodation for the reception of the public and protection from weather, is now within three weeks of completion, the work being paid for. A single line is laid entire from the junction at Corbett's-lane to Croydon; then out of the other single line of 8 ¾ miles there are 7 ¾ miles already laid, the station-houses and other stations being also so nearly finished as to be now ready for the reception of the public.

1450. Mr. *Greene*.] Is it a single or a double line?—I was speaking of the single line, to show what is finished; the single line is finished from Corbett's-lane to Croydon, which is the whole length, and the other single line is finished all but nine furlongs.

1451. Mr. *Loch*.] When do you mean to open?—If our staff was as perfect as our railway, everything would be ready probably by the 21st of May; and we expect to open very soon after that, probably on that day.

1452. Did your locomotive engines cost you more than you contemplated?—Yes; they were estimated at 1,180*l*., and owing to improvements on them, and other causes, we have paid an average of 1,675*l*. for them.

1453. Where have they been made principally?—Two in London, and five in Manchester. The width of our railway between the rails is the usual width; 4 feet 8 ½ inches.

1454. How many engines do you expect to perform the service of the road?—Five would perform it, and two supernumeraries to relieve.

1455. Sir *H. Verney*.] Is that the same width as the Birmingham?—Yes. The application to Parliament now is to pay the balances which will be due at the end of the work.

1456. Mr. *Loch*.] What is the value of your shares in the market just now?—The value of our shares is about 11*l*. 10*s*. I would beg to draw the attention of the Committee to the prices, and the years put against them, which show the variation in public opinion, not only of our railway, but of railways generally; we started at 20*l*. in 1835; that was all paid up in June 1837; during the Brighton contest we were obliged to issue shares, from the state of public opinion with regard to our railway, at 14*l*. In 1838, when the Brighton contest had terminated in favour of the Eastern line, we were enabled to raise shares at a better price.

1457. What was that price?—£.15; and now again in February 1839, owing to the excess of expenditure beyond our own estimate originally, and beyond the shareholders' opinion, and also owing in some degree to the present difficulties of the money market, and the state of public opinion with regard to speculations, we have been obliged to issue 6,666 shares at 10*l*. 10*s*. per share.

1458. When you say that you anticipate that the money that you are empowered to raise under the Bill now in Parliament will complete your works, that will in some degree be limited by the price which they will command in the market, will it not?—Undoubtedly it must be so; we shall of course, having a large basis of persons interested, amounting to 26,666 shares, follow the same course, recommending, as directors, the issue of any new amount of shares that may be required as near the market price as circumstances will allow.

1459. But unless you are enabled to get the full value of your shares, in point of fact you will not get money to complete your works?—Yes, because Parliament recognises the necessity of our issuing at discount, and therefore gives us power to raise at the best price that circumstances will admit of.

1460. Mr. *Thornely*.] You are empowered to raise 100,000*l*., whatever the price of the shares may be?—Yes.

1461. Lord *Sandon*.] There is no limitation as to the number of shares by which that amount may be raised?—No; the proprietors unite with us in opinion, that rather than the work should lie fallow, the money must be raised.

1462. Mr. *Thornely*.] Beyond that, you are asking power to raise 33,000*l*. by mortgage?—Yes.

1463. Mr. *Loch*.] Did the price of labour rise very much between the time you commenced your work and the present time?—Yes; the price of labour and of materials.

1464. Are the new calculations based upon the present prices, or the prices at which you began the work?—The calculations since 1837 have been based upon the existing market prices; but all our calculations are now finished, because all the materials are bought, and the railway is made, and the present application to Parliament is merely to keep the good faith of the company, by paying the existing engagements.

1465. Mr.

1465. Mr. *Freshfield.*] In fact, the work necessary to be done for completing the railway was done upon credit?—Yes; there always is that on the completion of a public work.

1466. Mr. *Greene.*] In the formation of your railway, are the rails laid upon longitudinal wooden sleepers, or stone sleepers?—We have laid down cross-sleepers of wood, nine feet long, at every yard, 33,000 cross-sleepers having been used for that purpose, upon which we have laid a longitudinal bearer of Baltic timber, about, as near as we can get them, 50 to 60 feet long, upon which the iron rail is laid.

1467. Have you the same number of sleepers on embankment as in other parts?—No; we have doubled the substance of longitudinal bearers, and we have put the cross-sleepers upon embankment at four feet and a half, instead of three feet.

1468. Do you find any degree of play in those longitudinal wooden sleepers?—Less than has been predicted in theory.

1469. Has any calculation been made of the difference of expense between laying those wooden longitudinal sleepers and laying stone blocks?—I think not; it was stated to us, in general terms, by our engineer in chief and the consulting engineer, who both agreed upon the plan of cross-sleepers and longitudinal bearers, that it would not amount to more, although we were not promised, as I think, any decided economy, on account of the larger scantling of the longitudinal bearers.

1470. Mr. *Loch.*] Who is your engineer?—Mr. Gibbs; the consulting engineer being Mr. Vignoles.

1471. Lord *G. Somerset.*] Mr. Gibbs is your practical engineer?—Yes; and Mr. Vignoles is referred to on occasions when we think any difficulty requires consultation, or when we may not be satisfied in our minds.

1472. Mr. *Greene.*] You said just now that the Brighton Railway Company were to have the full power of coming over your railroad with their engines?—Yes, under the clauses usually inserted in Acts of Parliament which give control to the directors.

1473. Are you compellable to afford them water and station and the use of their police or railway servants?—Not at all; they are only enabled to pass upon it.

1474. Then the price at which it is done must be a matter of arrangement between the two companies?—Yes; and I need not observe to the Committee, that public competition and the state of public opinion, which has been always at work about the Brighton railways, ensures, in our opinion, whether we with our present sentiments remain directors, or any new board is constituted, that the right of way would never be obstructed, or the Brighton railway be sacrificed, by any monopoly on the part of our company.

1475. Lord *G. Somerset.*] Have you a legal agreement?—We have a legal agreement with the Greenwich Company to pay a certain price.

1476. Have you any with the Brighton Company?—Not a distinct legal agreement.

1477. But in fact they can come upon your railroad the same as any other carriers might?—Yes.

1478. Mr. *Loch.*] The South-Eastern Railroad will also go along your line, will it not?—Yes.

1479. Have you any legal agreement with them?—None. I wish to explain to the Committee, that there was an agreement made with some of the parties contesting the Brighton line, but then there was a junction between the different companies, which is done away with by the parchment agreement; but there is an agreement with one of the parties seeking a Bill for the Eastern line; that, however, does not amount (as the Committee asked me the question, I answered them in the same spirit) to a legal agreement.

1480. In what way will the Brighton and South-Eastern Railway Companies have the means of coming to your station, and making use of it?—Only by making an agreement with us.

1481. Then, in point of fact, you may exclude both the Brighton passengers and the Dover from coming to London, unless the companies make an arrangement with you?—We could ask them a price which they might think excessive; but there is a public line of way, independently of us as a railway.

1482. Lord *Sandon.*] You could charge them at the price fixed in the Act?—Yes; but I beg leave to observe how impossible that is in fact, though it may not be in theory, because the Croydon Railway depends, in point of fact, upon the traffic to the southward.

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1483. Sir *H. Verney*.] And the Greenwich Railway could stop you all?—Yes; but, on the contrary, they have made a parchment agreement with us.

1484. Mr. *Baring*.] Then the Greenwich is the trunk of four lines?—Yes, of four lines, including its own.

1485. Mr. *Greene*.] Then, in point of fact, you would have the entire control as to what carriages should come first or second, viz. those coming from the South-Eastern or the Brighton line?—I apprehend that the Greenwich have the control; but we apprehend that an application to the Lord Chancellor, stating that we had obstructed the public way by factious objections, would at once compel us to do away with the tax, and allow the public to pass in a proper manner.

1486. Sir *H. Verney*.] Do you not think that there will be danger of accidents in consequence of so many railways meeting in one trunk?—We do not apprehend that, because the trains for distant parts of the country do not follow, as they do upon the Greenwich, fast upon each other; for instance, the start from London to the south, to Dover or Brighton, would not be more than three times or twice a day.

1487. But still there will be three railways all coming upon the Greenwich, on which, as you say, the start of the trains is very frequent and very rapid?—They are frequent.

1488. Sir *James Graham*.] Do you not contemplate the trains stopping at the point of junction with the Greenwich?—There would be two switchmen kept at the junction.

1489. That is a mile from Tooley-street?—Yes, a mile and three quarters, and there is a lighthouse in case of fog.

1490. The trains coming from the different railroads joining the Greenwich line would all be stopped at that junction?—Not stopped; they would observe, as they approached, it being quite an open country, and the railway being 20 feet above the ground, whether there was likely to be any obstruction; if not, they would pass into the Greenwich Railway very rapidly, by the switch being turned, and the railway going at once into the line.

1491. Lord *Stanley*.] There are three different lines of railway which come into the Greenwich line?—Yes.

1492. Do they all come in at the same point of junction?—Yes.

1493. Are the trains stopped before they come on to the point of junction, or having to cross over the line, what certainty is there that the switches are properly adjusted for the train coming, so as not to interfere with the line?—That certainly must depend upon the care of the company; and they have evinced that, by appointing a person of rather superior pay to be the principal conductor of the light-house, and two switchmen.

1494. But I understand you, the trains coming in upon this junction do not check their speed, or do not stop before they come on the main line?—I have explained to the Committee that our railway and the Greenwich Railway are raised above the meadows 20 feet; if therefore they see plainly that there is no obstruction, they would pass as rapidly as possible into the Greenwich Railway.

1495. Sir *James Graham*.] Would it not be a great security if all the trains coming from the branch line would check their speed before they come into the Greenwich Railroad?—They will do so if the Greenwich trains are passing.

1496. But as a general and invariable rule, would it not be of great advantage that the speed of the trains should be checked at the junction?—It will be checked necessarily to the speed of six or seven miles an hour; and I wish again to explain to the Committee, that there is a check for the line itself, for it is made to rise in one mile three feet towards the Greenwich Railway.

1497. Is that common to all the three branches?—That is on our line, and therefore every one that uses that line must have the same check.

1498. That applies to trains coming to London?—Yes.

1499. Then the inclined plane accelerates the speed the other way?—In coming from the southward you fall down the inclined plane to New Cross, under the Kent Road; and from the Kent Road, where it passes under the road, to the junction with the Greenwich Railway, there is a mile and half a furlong during which the railway rises three feet, and that gives plenty of time to check the speed.

1500. Lord *Stanley*.] But when you come out from London to go upon the South-Eastern or the Croydon Railway, you have to cross the line of rails upon which the Greenwich trains are coming into London, and you have, at the point of

of crossing, to drop into the inclined plane of three feet in a mile?—Yes; it accelerates the speed when we have got upon our railway; but there is a perfect command of the engines.

1501. The whole traffic going upon the three lines is to cross at that particular point the line of rails upon which the whole Greenwich traffic comes up to London, is that so?—Yes; and I apprehend Honourable Members who have been in the North, will see that the junction of trains is nearly as frequent upon the Manchester and Liverpool as it can be upon the Greenwich.

1502. Sir *J. Graham.*] You say there is facility of seeing from your railroad being raised; that applies to the day, but how does it apply to the night?—We have a lighthouse and three different coloured lights, which can be seen from both railways, and which give warning as to whether the time is proper for passing on to the Greenwich Railway; they will give warning to the Greenwich trains, and the other trains.

1503. The safety entirely depends upon the constant attention and precaution of the switchmen, and the man who has the regulating of the lights?—Yes; I apprehend it is the same on our railway as on all others.

1504. Mr. *Baring.*] You are aware that the same terminus was originally contemplated for the Great Western and the Birmingham lines?—Yes.

1505. And that that was changed in consequence of the danger anticipated?—Yes; and I hope the Committee will allow me to add, that the public convenience will, in our opinion, change it back; that the Great Western must have two points of arrival, one in the New Road, and another at Paddington, we are distinctly of opinion; and everybody that I have conversed with that knows anything about railways, is of opinion that the Bristol traffic cannot be carried but in that way.

1506. Lord *G. Somerset.*] Have you any clause in your Act which will force you to go slowly when you join the Greenwich line?—No; but there is an agreement with the Greenwich, by which every precaution must be taken, and we are bound by the agreement to go into a considerable expense, which we have already incurred, by building a lighthouse, and by keeping more than the usual proportion of persons at the point of junction. I beg leave to inform the Committee, that if that matter of private arrangement fell to the ground the Greenwich Company could immediately interpose its authority under the standing agreement, that agreement having been recognised in the Act of Parliament.

1507. Are there many parties shareholders in the two companies?—I should say very few, or not a remarkable number.

1508. Not so many as to cause one company to have a great influence in the decisions of the other?—No; I apprehend that the identity would arise from the interests of the two being one, and also from the public right of way.

1509. Is your agreement with the Greenwich Company recognised in any of your Acts of Parliament?—No.

1510. Then it is entirely optional on the part of the Greenwich Company to take your traffic on their line?—I apprehend that it is; but there is this circumstance, the junction of the two companies has been alluded to in Acts of Parliament very frequently, and therefore we have contended within the last three weeks, in our own board, that it is not optional; that the agreement between our company and the Greenwich Company to build a station for the Southern traffic would compel them in a court of law. It proves that they have always known of the junction between the two companies; that they have always admitted that the two railways are joined, by their stating that they must buy ground for making a station in Tooley-street; and we have bought for that purpose their own ground. I beg leave to observe upon that point another very strong corroborating proof; namely, that we have paid them lately a sum of money for leave, which they granted us two years ago, to join their railway at Corbett's-lane; in addition to which, the parchment agreement under the seal of the two companies recognises the junction at Corbett's-lane.

1511. Can that parchment agreement be dissolved at the option of either company?—No, I should say distinctly not; and I beg leave to add, that our Acts of Parliament, I am not sure about the Greenwich Acts, but the Croydon Acts of Parliament, perpetually refer to the junction between the two railways.

1512. And by that means, you conceive, will force the Greenwich Company to take your traffic upon proper terms?—Yes, we have not the smallest fear of that upon that ground; we consider that the right of passing in and out of the

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Greenwich Railroad is better established than between any two lines of canal in this country.

1513. Are the Greenwich Railway Company restricted in their Act to take certain tolls, which they cannot exceed?—They are.

1514. But they can, even under your agreement, take the full amount of tolls so granted by Parliament?—No.

1515. What difference do they make between the Parliamentary tolls, that is to say, the tolls sanctioned by Parliament, and the tolls which were sanctioned by the agreement?—I can explain that to the Committee precisely; they are allowed to charge so much toll in the usual way pointed out by the Canal and Railway Acts per mile. We will take the first-class passenger: they are allowed to charge 1*s*. whether he goes half a mile, a mile, or the whole length; finding that to be the Greenwich constitution, we decided not to make our railway till we had a parchment agreement between the two companies, stating the price at which we should be allowed to pass any passengers, no matter where they were going to, over that portion of the Greenwich Railway which it is necessary for our engines to pass over; they were not to inquire where the passenger was going to; they were not to carry him, but upon his going over the Greenwich Railway we pay so much per head.

1516. What is the arrangement you have made with regard to the conveyance of goods on the Greenwich Railway?—There is none, and I beg leave to explain why. Our line of railway, at about half a mile from the junction with the Greenwich Railway, has water-carriage; we touch a portion of the old Croydon Canal, and there we have a wharf 500 feet long by about 100 feet broad; it will therefore be obvious to the Committee, that all the coals, lime, timber, bricks, and heavy materials, including even groceries and ironmongery, from the southward, will be carried to and from the wharf; the lighter packages, for which we have no agreement with the Greenwich Company, must necessarily, I believe, pass from Tooley-street, or will probably pass from Tooley-street.

1517. From your evidence, it appears that the Croydon Company have taken very good precautions against extortion on the part of the Greenwich Company?—Undoubtedly.

1518. Take the South-Eastern Company; what precautions have the South Eastern Company taken with regard to you that you should not be extortionate?—I must refer to the Secretary for that.—(*Mr. Young.*) There is in fact no legal agreement; but during the time that the South-Eastern was in Parliament, there was an agreement minuted in our books with reference to passing upon the Croydon Railway. I should suppose that that is an agreement that would be carried out by the Croydon Company at any time.

1519. Is it an agreement that can be enforced in a court of law?—No, it is not.

1520. Then it would be in your power to charge the maximum toll that your different Acts of Parliament allow you to take?—At this moment it undoubtedly would.

1521. The same observation would apply with regard to goods conveyed?—Yes.

1522. Is that exactly the position in which the Brighton Company are with regard to you?—(*Mr. Moxon.*) The Brighton Company have no legal agreement with us.

1523. Then in the same manner you may charge the maximum both upon their goods and their passengers?—Legally we could. I beg leave to explain why I say legally; because when Sir John Rennie's Company, whose views ultimately succeeded in Parliament, were propounding that Bill in Parliament, we made an agreement with them, in order to help our own party, to show Parliament how public-spirited the two companies were; but when the present Brighton Railway Company was constituted, it was constituted of all the companies; so that the legal agreement with Sir John Rennie's was broken up when the company was constituted of all four, or rather by the decision of the Government engineer.

1524. Then the present Brighton Company does not stand in the shoes of the former company as to that agreement?—Not without an additional minute on our books, which has not yet been passed.

1525. The Brighton Company is entirely at the mercy of the Croydon Company, so far as their charging the highest rate of toll?—Upon theory that is the case; but with two powerful companies working 130 miles of railway, and joining

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on to a small railway of 8 ¾ miles, there is no doubt, upon the representation of an oppressive monopoly being made to Parliament, they would obtain leave to make another line into London; therefore we should undoubtedly be kept within the limits of proper public convenience, whether the present board remained, or whether it was superseded by any other.

1526. You think that the pressure upon you would be so great that you dare not exact so high a rate?—Yes, I apprehend that that would be the case; I should say myself, that the Brighton and South-Eastern Railways would be justified in going to Parliament, and that Parliament would settle that, if our obstinacy prevented them from running.

1527. You think, upon the whole, that the public travelling upon those two extensive railways, the one to Dover and the other to Brighton, would be protected from undue charge on your part?—I apprehend they would not submit to undue charge.

1528. And you do not apprehend there will be much difficulty in carrying the traffic upon the line?—I apprehend not.

1529. Was it not contemplated that there should be trains constantly going down to Brighton?—Your Lordship is aware that steam is very expensive, and it would not do to carry only 50 people in a train; the starting of the trains would be arranged so as to convey the number profitable to the engines.

1530. Was it not stated by the various companies, as the only thing on which they agreed, that there would be a communication every hour or every half hour between London and Brighton?—That would depend upon the resort of the public to Brighton; I hope your Lordship will make allowance for the sanguine state of the public mind.

1531. Mr. *Freshfield.*] Do you propose to leave the Brighton Company and the South-Eastern at perfect liberty to carry on their trade according to their own interests, or do you propose to make regulations as to the times at which the trains should start?—I apprehend that there must be a regulation made, on account of the Greenwich Company and the Croydon and the two other companies using the same line.

1532. Do you intend to reserve the control to yourselves?—Of the station decidedly, and the times of starting.

1533. At each end?—At the London end decidedly; not at the other.

1534. Sir *Harry Verney.*]—Have you ever contemplated making a new line for yourselves from the point where your line joins the Greenwich line to London?—We have never admitted the policy of it; but there exists upon the Greenwich line space for the purpose of affording great facility to the public, because the Greenwich Company have purchased a double space, and occupied only half of it.

1535. If you had a new line, would it be on the south of the Greenwich line?—It might be on the south or the north; they have an equal space on each side.

1536. And you could obtain that space?—We could by making a representation to Parliament that the Greenwich Company declined to make use of it, and that we required it for our railway.

1537. Were your company put to any expense by the discussion of the Brighton lines before the Committees of the two Houses?—I have already explained to the Committee that that was one of the great sources of our expense, by forcing us to straighten the line, to lower the gradients, and make a station at Tooley-street.

1538. What additional expense did you incur from that cause?—I apprehend full one half; certainly considerably more than a third has been owing to that cause.

1539. Upon whom will that ultimately fall?—It falls upon us, because the Parliament gives us rates which we cannot exceed.

1540. If you had been able to make the railway at half the expense, would the public have derived proportionable benefit?—I cannot say that it would; we might have charged the same price under the Act of Parliament, which we now cannot exceed under the same Act of Parliament; the Act of Parliament compels us not to make more than certain charges, whether the expense is 1,000,000 *l.* or 100,000 *l.*

1541. At the time parties were advocating different lines, if there had been any Government or independent board to decide which was the best line, do you think the public would have been benefited by that?—Not as to rates.

1542. Do you think that much expense might have been saved in deciding

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which was the best line?—I think it may be in the Honourable Member's recollection that the Brighton line was decided by an engineer appointed by Government at the instance of the competing lines.

1543. It was so ultimately; but if that measure had been resorted to at first, would it not have been beneficial?—It would have saved a great deal of money to us, because the Government engineer might not have used the same argument against us which our opponents did about the curves and the gradients.

1544. Do you think it would be beneficial to the public if such a board existed?—If it were conducted on public principles, without any risk of private interests obtaining any sway, it would be of great benefit to have a controlling board over private ways called railways.

1545. You think that such a board would be for the protection of the public?—Individually. I state fairly to the Committee that I think it must end in that.

1546. What are the functions which you would give such a board if the Government determined to constitute it?—I should say distinctly that I would make it a board, not of direction but of control; in fact, a short court of chancery, in which the disputes of railway proprietors and directors might be settled.

1547. Would you subject to such a board the estimates which are given in for the construction of railways?—I think not; I should leave that open to private speculation; I think that Parliament will see that men who have money in their pockets must be their own judges of how to lay it out; but when great and important works are established, and disputes are raised between companies calculated to stop the public in going from one railway to another, simply upon factious grounds, in that case I conceive the interposition of a board of control would be highly desirable.

1548. Have not there been false estimates palmed upon the public in consequence of the ignorance of the probable cost of those great works?—I think false estimates have been, but not from a spirit of falsehood among the engineers or directors, but from the alterations that have been rendered necessary, and the difficulties of the ground.

1549. When your estimates were given in on which persons took shares in the Croydon Railway, were the engines, stations, and station-houses all included?—They were not, because it was understood that by paying a rent-charge we should start from Tooley-street from the Greenwich station. It was from the after difficulties of the Greenwich Company that we were obliged to incur an additional expenditure.

1550. And if a board had existed it could not have prevented that?—No; neither do I think it could have interfered in such a case.

1551. With regard to the removal of the earth, was a fair estimate given of what that would cost?—Certainly; and the contracts have been made at the prices which were estimated, except iron and wood, which have risen in price; but I beg leave to explain, that where 500,000 yards were estimated, perhaps 600,000 or 650,000 have become necessary to excavate.

1552. You mentioned having purchased the Croydon Canal; was that necessary for the execution of the work?—The Croydon Canal being an incorporated company, and seeing that we should pass over it in a manner which they deemed inconvenient to their navigation, bad as it was, opposed us in Parliament, and we found that we should lose our Bill without we permitted them to introduce a clause into our Act, compelling us, in the execution of the railway, to buy their rights.

1553. Was it for the good of the public that you should buy their canal?—I apprehend, decidedly; I beg leave to explain why; the top level of the Croydon Canal is 150 feet above high water; the consequence is, that first of all every cargo had to be raised from the river through 27 locks, and so descend again through 27 locks, thus realizing a great obstruction in point of time; secondly, the line of the Croydon Canal from Sydenham to Croydon passes over a bed of gravel in which there is no water for their use; the consequence is, that the boats on the Croydon Canal had in the first place to pass through 27 locks, and secondly, to carry third cargoes or half cargoes.

1554. But your railway has cost you so much the more from the purchase of that canal?—Yes; but we have water-carriage to the foot of the railway; and moreover, Parliament, with a view to the convenience and non-oppression of the public, inserted certain clauses in the Acts, by which we were compelled to allow the carriage of coals and other materials at certain rates; and coals will most undoubtedly

edly arrive at Croydon cheaper, because whole cargoes will go by the railway, whereas only third cargoes, and sometimes none at all, could go by the canal.

1555. If such a board as this existed, would you refer to the board the settlement of the prices to be paid for land purchased for the construction of the railroad?—I think it would be highly desirable; but it is unprecedented in this country to interpose in such a case; but undoubtedly the oppression upon railways by house proprietors and landed proprietors has been very great.

1556. Railway companies have been forced to give exorbitant prices, have they not?—I can give one instance on our line: a family possessing considerable property asked for 14 acres 4,500*l.*, upon the ground that it was brick and pottery earth; we went to a jury, and obtained it for about 2,650*l.*

1557. What did it cost you going to that jury?—I apprehend that altogether we must have paid nearly 800*l.*

1558. Lord *G. Somerset.*] What did you offer originally?—We offered 2,600*l.*, and they gave 2,650*l.*; but that pottery earth had lain there from the creation, and had never been used.

1559. Sir *H. Verney.*] In that instance it seems that you would not have been bettered from the existence of such a board as this, because you obtained justice through a jury?—We did; but it does not meet the case precisely. In that instance the jury certainly did justice between the two parties; but if, when we were in Parliament in April 1835, the proprietors had been as much awake as they were in April 1838, our Bill would have been obstructed, on account of the great interest of property and otherwise possessed by this proprietor.

1560. Are there any instances in which you have paid much more than you ought to have paid in consequence of there being no authority to which you could appeal?—I should not say that on our railway we can charge any of the proprietors with having obtained from us remarkably large sums, because there was the salutary feeling of the jury in our case where there were no special clauses introduced into the Act.

1561. Then, with regard to the payment for land, such a board would not have been of great value to you?—Not to us.

1562. Are there any general functions that you would give to such a board as this?—I should be very unwilling to give to such a board, from the weaknesses that beset all combinations of men, anything beyond the control; not at all the detail or direction, in which public boards are not, I think, so competent as boards of directors.

1563. Would you give them any control over those who should manage the engines; is your railway already in operation?—Yes, on the single line.

1564. Have you not a great difficulty in obtaining skilful men as engineers?—No remarkable difficulty, certainly not. When I say that our railway is in operation, we have four or five engines running backwards and forwards on the line, conveying persons and materials, whenever required, sufficient to prove it and test it.

1565. You are not carrying passengers?—We are not carrying passengers for pay.

1566. Was yours, should you say, the best line that could be selected?—Decidedly, because it crossed fewer roads, and that was a remarkably secluded part of the country, and besides, went directly to its object.

1567. Lord *G. Somerset.*] If I understand you right, your feeling is this, that the establishment of a Government board, to lay down lines of railroad, to investigate the estimates, and to that extent to supersede private industry and private discretion, does not meet your views?—Certainly not. I should say, that it should have simply the regulation of the railways after they were completed.

1568. But anterior to the completion of the works, you think that private interest had better have the sole control of private capital?—I think so; seeing what the country has already done, and the ease with which commodities are carried by turnpike-roads and canals, I cannot doubt that the spirit of competition, and the amount of traffic, and the density of the population, will always force a line in one direction, if the line that existed was blocked up.

1569. Supposing such a public board were instituted, for the purpose of forcing landholders, or the proprietors of premises, to yield their property upon more moderate terms than you have been obliged to pay, though it would be desirable on the part of railroad companies, might it not be very oppressive on the part of individuals?—

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individuals?—If a jury were directed to try an issue pending the Act, I do not think it would.

1570. I am contemplating now a Government board being formed, that shall say such and such a law shall be sanctioned by Parliament, and that parties may get what remuneration they can through the means of juries, but their property must be laid hold of?—I cannot understand why that principle is not thoroughly just, that parties should be interfered with in that way.

1571. You think it can be no injustice for Parliament to say, by the strong hand of the law, we will take such and such a gentleman's house and convert it into a part of a line of railroad, whether he likes it or does not, because it happens to be the best engineering line for the formation of a railroad, between London and Brighton for instance?—I see no injustice in that, compared to the public convenience; I certainly think it an inconvenience to the party, and a great inconvenience.

1572. You think, that supposing it were advantageous to carry a railroad through Westminster Abbey, there would be no injustice in it, supposing that to be the best engineering line?—My answer was not intended to go so great a length as that; but I say, that if any building, church, or anything else, stands in the way of a paramount public interest, it ought to be taken down.

1573. You think a Government institution ought to be formed for effecting that excellent line of railroad through the middle of a church?—Yes, when private speculation is connected with public good.

1574. The public good being, in your estimation, the best engineering line in which to take the railroad?—I hope your Lordship will allow me to add, that no line was ever carried without the wisdom of Parliament being on one side, as well as the private speculation on the other.

1575. Then you conceive the wisdom of Parliament should be brought to correct the engineering speculations of those private bodies?—Yes.

1576. So that, in fact, you would conceive that a public board might advise a particular line, but that the wisdom of Parliament might throw that line overboard on account of particular considerations?—I should be very sorry to see a general Act passed, by which, if any body of engineers or proprietors agreed that a straight line from London to Birmingham was the best, they should be enabled under any Act to carry that into effect; but when any private speculators have been to Parliament, under the wing of an engineer and solicitor, and have there propounded before both Houses their line, and it has been carried under the sanction of an Act, I cannot understand how any church or any private house, let it be what it may, can stand in the way of it.

1577. You would not mind demolishing Blenheim, or any other house, if the line must pass through it?—Your Lordship puts very strong cases; I hope your Lordship will allow me to say, that it must be a great exception in my mind that would induce me to say that Blenheim must not be taken down.

1578. You would contemplate with satisfaction the constitution of a tribunal before which the general rules and regulations governing railway bodies, so far as the public is concerned, should be brought?—I should indeed.

1579. Provided the rules and regulations were made applicable to all railroad companies, so far as the several circumstances would permit?—Provided you do not turn the board of control into a board of directors. I was the first to propound and suggest that ten years ago in the City.

1580. Have you any authority under the Act to make bye-laws?—Yes.

1581. Have you any bye-laws?—We have not made any yet; but we are on the point of making them.

1582. Should you have any objection that those bye-laws, before they should have the force of law, should be supervised by some public board or other?—None whatever, if we were allowed to make a representation to that board.

1583. But you would not have any objection to the supervision of some public board, if it applied the same law to you as to other railways?—Certainly not.

1584. Do you think that it would be advisable to frame or approve of bye-laws for railroads generally, rather than that each railway should have its own bye-laws?—I do think that the power of controlling bye-laws, and also, in extreme cases, of altering them, should be attributed to a public board.

1585. And you would like to see the same bye-laws, so far as they could be made applicable to all railroads, applied to all railroads?—Yes.

1586. Varying according to individual circumstances, but still the general principles being the same?—Yes; I would have that board constituted so as to be as light a yoke upon public companies as possible, by making it a board more for the reception and hearing of complaints and ultimately deciding them, than of originating rules.

1587. Lord *Sandon*.] Would you object to no bye-laws being good until sanctioned by such a board?—I should not indeed, as public boards are now constituted. I hope the next generation will take care of itself; but as public business is now conducted, I should have no objection to that.

1588. Lord *G. Somerset*.] Your bye-laws are not necessarily under your Act subject to any revision whatever?—Nothing more than the terms of the Act; they must not be repugnant to the terms of the Act.

1589. That they shall not be contrary to the law of the land?—Yes, and the clauses in the Act.

1590. Lord *Sandon*.] Should you object to the times at which trains should start being subject to the control of a public board?—I should object to that; because I apprehend that public convenience is best known by the parties frequenting the office every day, and seeing what the wants of the public are, they having a direct interest in meeting their wants for the sake of private profit. I apprehend that the starting of the trains would be properly arranged by the companies; if I could conceive any other case I would take that power from them; but I would rather give the company certain powers if I had the framing of it, leaving Parliament to give them further powers, if the first were not found effectual.

1591. Mr. *Baring*.] How many journies a day do you contemplate your trains making?—That is precisely what I was thinking of when the question was asked me; for, having five stations on 8¾ miles, we find it impossible to do more than to make the startings experimental in the first instance to see what the public convenience requires.

1592. How many trains go daily on the Greenwich?—Every 20 minutes.

1593. And you think, in all probability, your traffic would be nearly as great?—No, certainly not. In the morning the starting of the trains would be frequent, as always happens on lines of road near to which men of business live; and again in the afternoon, when gentlemen want to get home, the starting of the trains would be frequent; for instance, at four, a quarter-past four, half-past four, and five, if the public will fill trains sufficient.

1594. What rate of speed do you propose running at?—We shall have a first-class speed and a second-class speed.

1595. What would be your first-class speed?—It must be regulated by what we find the necessities of the line demand as to stoppages; for instance, the first stoppage on our line is New-cross, where it touches the new street; the next is at the Dartmouth Arms, at Forest-hill, where there are a great many villas; the next is Sydenham, which is a village communicating with the population to the westward; the next is one mile beyond Sydenham, at Penge-gate, where the public road leading to Beckenham crosses the railway; the next beyond that is only a mile further, at Annerley-bridge, where another road crosses at right angles, leading also to Beckenham, but containing along its line, independently of the beauty of the country, a great many houses already built; then the next station is at a public-house called the Jolly Sailor, which is at Norwood, and within half a mile of the Beulah Spa, where we apprehend we shall have a great deal of passage in the summer season; the next is at Croydon, a mile and a half further; and until these have been worked both summer and winter, the number of trains which will be required cannot be reckoned.

1596. Lord *Sandon*.] How many stoppages do you have?—We shall experiment upon every one of those five stations, intending to form as many stoppages as we shall find the public convenience requires.

1597. Do you apprehend that you can adjust with such stoppages a safe communication for distant trains?—

1598. If you want to stop at every interval, and you will stop of course at varying times, according to the number of passengers you have to take up and set down, do you calculate upon being able to get all those little stoppages out of a train, so as to have your railway clear for the distant trains, the London and Dover, and the London and Brighton?—Yes.

1599. Have you the means of making a third line of rails alongside in case of need;

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need; have you ground more than sufficient for the present rails?—All our bridges are built with that precise view; but I cannot say that without more cutting there is room for a third line.

1600. Have you possession of ground sufficient for that purpose?—I think not in all cases.

1601. Mr. *Baring*.] Have you any tunnel?—No.

1602. Sir *H. Verney*.] Have you any embankment?—One, very considerable, leading from Corbett's-lane.

1603. Will that carry another line of road?—Yes, it will carry two more; it is very wide there; but it passes over a bridge, which will admit of only one other line.

1604. Mr. *Greene*.] Will it not be an advantage to you, in regulating your traffic, that all the carriages going upon your line early in the morning will be in the downward direction?—Yes, from the country to London.

1605. Your own traffic early in the morning will be up to London?—Yes.

1606. But the traffic that will go upon the South-Eastern and Brighton at that time in the morning will be out of London?—Yes.

1607. Therefore, of course, there will be no interference between the trains?—No, they will go upon different lines.

1608. And the same result will take place in the evening; yours will be all going out of London, whereas theirs would be all coming into London?—I apprehend they would; but I apprehend not so soon as that, because people coming up to London, come up to be home by tea-time; they will dine at Brighton when they can pass in two hours and a half, except in winter, when the passengers will perhaps arrive at that hour.

1609. *Chairman*.] Since two other independent companies are to make use of your railway, do you think the safety of the public will require you to make other bye-laws than those which would be made by a railroad used by only one company?—I think we shall have to regulate other companies in the same way as the Greenwich Company undoubtedly will interfere to regulate us; we shall not adapt our present bye-laws to a junction, because no junction will be effected with us for two years.

1610. In making these regulations, should you object to submitting them to the consideration of a board appointed for the purpose, in the way that you have said; you would not object to submitting your bye-laws?—I have already said, that in the mode in which public boards are now constituted, I should not individually object, believing that that board would hear all the remonstrances that practical men might think it necessary to press upon them before any regulation was finally framed; otherwise, if I thought that direction, instead of control, was to be the rule of the board, I should object very much indeed, upon the principle, that though canals frequently run into one another, I have never found a board of control necessary; but I admit in railways the necessity, because persons, more than packages, pass along railways.

1611. Does your railroad pass upon a level with any rights of way?—Yes, it does; it was passed in the year 1835, and crosses two roads on a level, but they are not highways.

1612. Are there any gates put up?—There are gates and guards, and houses, resident guards, a double set of gates, one keeping in the railway, the other fencing out the road.

1613. Sir *H. Verney*.] How much a mile will the passengers pay in the second class?—We have not yet fixed the rate.

1614. *Chairman*.] Are you limited by the Act as to the maximum?—We are limited to 2*d*. per mile a passenger.

1615. Is that the toll?—(*Mr. Young*.) For toll only.

1616. Then you may take what you please, in fact, for the locomotive power?—No, that is limited.

1617. How much is that?—I do not recollect.—(*Mr. Moxon*.) It is the same as the Birmingham toll.

1618. Lord *Sandon*.] Parliament has hitherto given a maximum toll irrespective of the expense which each railroad was to cost?—Yes.

1619. Sir *H. Verney*.] Do you know how much a mile yours will cost altogether?—Yes, deducting 100,000*l*., a supposed sum, which is very near the mark, for stations, and taking the balance, which is 427,000 *l*., adding a supposed sum out of the further powers now sought, we should say so as to make up for the line, independently

independently of other conveniences that may be required, and will be required, out of the 133,000 *l.*, we may take the line to have cost 450,000 *l.* or 460,000 *l.* for the nine miles, that is 50,000 *l.* a mile, the property being very expensive and numerous in the neighbourhood of the line.

1620. Is not that the most expensive line that has been made yet?—I should think not; if we had gone on to Brighton, the average would have been very much lowered. Every railway, we apprehend, in its first nine miles costs more than in any other part of the line, but ours peculiarly so, on account of the property it passes through; there is a great deal of villa property that is intersected in some way or other, and also we displaced the corporate property of the canal, which made very much against us, equal to 3,000 *l.* a mile more than we estimated it, and more than, in our opinion, it was worth.

1621. Mr. *Freshfield.*] Are your shares transferable in your own book by distinct instruments?—By the usual conveyance.

1622. By transfers, which are brought to you to be registered?—Yes.

1623. Have you reason to know that there is a practice of executing transfers in blank?—We understand that there is; the discretion we exercise is this, we prefer giving out the transfer filled up, but that has been resisted; and when parties bring a perfect transfer with a good stamp, it is of course accepted by us without inquiring whether it was filled up.

1624. Have you found inconvenience from not knowing who were actually the shareholders, from there being the names of shareholders entered in your books, when you had reason to believe that others were, in fact, the shareholders?—Never.

1625. Have you ever found any difficulty in ascertaining the persons who were shareholders?—No. I beg leave to explain that our shares have never been subject to any great competition in the market.

1626. You are aware, that as a general practice there are a great number of transfers always on sale in the market in blank?—We apprehend more in the north than in London, but very frequently in country places.

1627. When that is the case it must be very inconvenient to the proprietors?—Yes, because the voters would in fact have no interest.

1628. Mr. *Loch.*] You are aware that the following resolution was reported from this Committee to The House: "That it is the opinion of this Committee, that the Chairman do move The House that the following clause be inserted in all the Railroad Bills now passing through Parliament; viz. And be it further enacted, that nothing herein contained shall be deemed or construed to exempt the railway by this or the said recited Acts authorized to be made from the provisions of any general Act relating to railways which may pass during the present or any future session of Parliament." You are aware that that resolution has been reported to The House, and that before your Bill, which is now in Parliament, can pass, such a clause as that must be inserted?—We understand that such a clause as that must be inserted.

1629. Would you prefer the insertion of such a clause, or that your Bill should be stopped for the Session?—I apprehend that after a very slight discussion amongst ourselves we should prefer to have our Bill passed, and take the chance of any clauses which might be introduced into a General Act.

Veneris, 3° die Maii, 1839.

MEMBERS PRESENT.

Mr. H. Baring.	Lord Sandon.
Mr. Freshfield.	Lord Seymour.
Mr. Greene.	Lord Granville Somerset.
Sir John Guest.	Mr. Thornely.
Mr. C. S. Lefevre.	Sir Harry Verney.
Mr. Loch.	

LORD SEYMOUR, IN THE CHAIR.

William Shadbolt, Esq. and Mr. *John Yonge Akerman*, called in; and Examined.

W. Shadbolt, Esq. and Mr. *J. Y. Akerman.*

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1630. Mr. *Loch.*] (*To Mr. Shadbolt.*) HAVE you been long chairman of the Greenwich Railway?—Since August last.

1631. Were you connected with the direction previous to that period?—Not at all; it is an entirely new direction that came in at that period.

1632. (*To Mr. Akerman.*) How long have you been secretary?—Four years.

1633. Can you tell the Committee what was the first Act you obtained for the purpose of incorporating the company?—An Act obtained in 1833.

1634. What was the amount of the capital stock that you were authorised to raise under that Act?—400,000 *l.*

1635. What was the amount of your shares?—20*l.*, in 20,000 shares.

1636. Had you any power under that Act of raising any money by loan?—None by that Act.

1637. In the paper I have before me, it is stated that you had power to raise 133,300*l.* by loan?—That was by a subsequent Act.

1638. Will you be so good as to mention by what subsequent Act you had that power given you?—By the Act of November 1835.

1639. Had you any power given you of increasing the capital stock of the company by that second Act?—Power to increase it 133,300*l.*

1640. Was the power given you to raise that sum by loan?—(*Mr. Shadbolt.*) By mortgages.

1641. Not by an additional creation of shares?—No.

1642. Was there in that second Act, the Act passed in 1835, any power given you of increasing your capital by converting the mortgage debt into shares?—No.

1643. That was in addition to the 400,000*l.*?—Yes.

1644. What is the amount of money that you were empowered to raise under those two Acts?—533,300*l.*

1645. Then your next Act was in 1837?—Yes.

1646. The 7th William the 4th, chapter 50?—Yes.

1647. What were you empowered to raise by shares under that Act?—7,500 new shares of 20*l.* each, making 150,000*l.*

1648. Were you empowered to raise any money by loan or mortgage?—By mortgage 50,000*l.* by that same Act, which is the usual proportion I believe, which makes 200,000*l.*, the 50,000*l.* and the 150,000*l.* together.

1649. Previously to your obtaining that third Act, had you raised the whole of the money that you were empowered to raise under the two former Acts?—No, some of the old shares remained unpaid up.

1650. To what extent were they unpaid up?—5,726*l.* is the amount which remains to be paid up now of the first 400,000*l.*; what the amount was at that period I cannot state.

1651. What do the directors intend to do with those unpaid up shares?—I fancy they will endeavour to have them forfeited, but they are willing to give time to the parties, because they ought to be paid, and indulgence has been asked for from time to time.

1652. Have

1652. Have you forfeited any shares at all?—Not any.

1653. Have you raised the whole of the money that you are entitled to raise under the third Act?—No; we have remaining unsold of the new shares created by the last Act 1,159, amounting to 23,180*l.*; and we have also unsold mortgages, part of the 50,000*l.*, to the amount of 22,300*l.*

1654. By the Act of 1837, was there any preference given to induce the original shareholders to take the new shares that were to be created under that Act?—In the last Act the new shares were raised under a particular agreement or power, that we should pay 5 per cent. interest, and from the time of raising the old shares, the first 400 were to receive 3 per cent. out of the capital till the railway was finished.

1655. Then in both cases there was to be interest paid out of the capital upon the proportion of the shares that were paid up?—As far as regarded the 400,000*l.*, not as regarded the new shares; the earnings of course went towards that.

1656. But in the event of your having no receipts at all, you might have had to expend the whole of your capital in paying interest upon your shares?—I am not aware whether there is any clause to that effect.

1657. If I understand you rightly, you are empowered to apply a portion of your capital in the payment of 5 per cent. interest upon the new shares, and 3 per cent. upon the old shares?—Three per cent. till the railway was completed to Greenwich. That being completed on the 24th of December last, has ceased, but the 5 per cent. is now payable, and the moment that the profits will allow more than 5 per cent. upon the new shares to be paid, they merge; but the old shares will only get the overplus above 5 per cent. that is payable upon the mortgages and the new shares.

1658. Mr. *Freshfield.*] And the 5 per cent. will be paid at all events?—Yes.

1659. Mr. *Loch.*] Will the holders of the new shares be entitled to any increase of dividend, provided you are enabled out of your receipts to pay 5 per cent. upon those, and 3 per cent. upon the other shares?—They all merge whenever 5 per cent. can be paid upon the whole.

1660. Had you much difficulty in raising money, which induced you to pay 5 per cent. upon those new shares at the commencement of the work?—(*Mr. Akerman.*) The depressed state of the shares in the market obliged us to offer that inducement.

1661. To what circumstance do you ascribe the depression of the shares which obliged you to resort to that system?—Generally to the distaste which the public had received for railroads at the time of the depression, and partly to their having been cried up in the market by certain parties.

1662. Sir *J. Guest.*] When they merge again, what takes place?—(*Mr. Shadbolt.*) When they once merge, then they each take their share of the profits, and the thing is at an end.

1663. Mr. *Loch.*] Then it may happen that the new shareholders may receive less than 5 per cent. afterwards?—It is possible, but not at all probable; the thing is in a flourishing condition.

1664. When did you open to Deptford?—(*Mr. Akerman.*) The 14th of December 1837.

1665. That was subsequent to the third Act which you obtained to raise those new shares?—Yes.

1666. Lord *G. Somerset.*] Was this arrangement with your new shareholders under the Act of Parliament, or was it by private arrangement?—I think, under the Act of Parliament, by a special clause; in fact, we have done nothing but by Act of Parliament; we have not done anything that was illegal in all our transactions.

1667. I did not suppose you had done anything that was illegal; but there is a special clause under which you pay five per cent. upon these shares out of your capital?—There is.

1668. You have other obligations besides the five per cent. upon these shares; have you not some arrangement with the Deptford Creek Bridge?—Yes, we have.

1669. You are bound to pay them something?—We are bound to pay them for letting us cross the Ravensbourne.

1670. What is the amount you are bound to pay them?—£. 2,320. a year.

1671. Is that to take precedence of the new shares in point of payment?—No, I think not; it becomes a debt.—(*Mr. Akerman.*) There is no special provision.

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1672. What interest do you pay upon your different loans?—(*Mr. Shadbolt.*) Five per cent.

1673. Are they for any definite period?—The mortgages are at our option to be paid off in 10 years, but no option on the holders; we may keep them on as long as we like.

1674. You may keep them more than 10 years?—Yes, but we cannot pay them off under 10 years.—(*Mr. Akerman.*) The old mortgages expire in 1841.

1675. What is the amount of those?—£. 133,000.

1676. They expire in 1841, and upon those you pay five per cent.?—Yes.

1677. Do those mortgages take interest in preference to the new shares?—(*Mr. Shadbolt.*) Yes; the mortgages take preference to everything.

1678. Then with regard to the farther sum you have raised upon loan, at what period will those mortgages terminate?—In January 1845.

1679. You pay five per cent. upon those?—Yes.

1680. What is the amount of that?—£. 50,000.

1681. Mr. *Freshfield.*] Has the whole of that been raised?—No, not by 22,300 *l.*, so that 27,700 *l.* is raised out of that.

1682. You are now paying upon the new shares five per cent., and upon the old, three per cent.?—Upon the old, three per cent. up to last December, but after that we are to pay upon the old shares whatever surplus there may be after paying five per cent. upon the bonds and five per cent. upon the new shares.

1683. Have you paid any percentage out of the net profits after deducting your expenses?—We have paid five per cent. upon the bonds and the new shares, which we were bound to do.

1684. Was that paid out of your capital?—It was always paid out of the net profits.

1685. Was the last dividend paid out of the net profits?—Yes.

1686. What do you find to be the expense of working the railroad?—(*Mr. Akerman.*) The expense for the last half year has been at the rate of 30,000 *l.* per annum.

1687. Will you give the percentage upon the receipts?—The receipts have not been the same, they have been increasing with each year.—(*Mr. Shadbolt.*) The amount of cash received from passengers from February 1836 to May 1839, which is up to the present period, is 105,998 *l.* 3*s.* 1*d.*

1688. What has been the cost of working the railroad during that period; not of forming it or proving it, but of actually working it during the same period?—

1689. What was the estimate of the expense of the work laid before Parliament when you brought in your Bill?—I should observe that our profits are increasing very fast, and our expenses will not increase, and therefore it will not be a fair criterion to judge by, because now opening to Greenwich all the way and getting the Croydon traffic upon us, which is coming immediately, and then the Brighton, which will follow, our staff is competent for all this; our expenses are not greater, and our income will be doubled.

1690. Mr. *Loch.*] Have you carried any goods?—No, we are never required to do so.

1691. Sir *John Guest.*] Have you not received a large sum for rent of arches?—For rent of arches; and we should have received more, but they are not dry; we are asphalting them by degrees, and as they are dry they are occupied.

1692. How much do you receive for those that are occupied?—As much as 400 *l.*

1693. Sir *H. Verney.*] Does that asphalting answer?—Yes; it has passed through this winter perfectly dry.

1694. Mr. *Loch.*] Has the number of passengers increased proportionably since you opened all the way to Greenwich?—Very extraordinarily so.—(*Mr. Akerman.*) On calculating it the other day, just before the fine weather, I found that the increase was about 13 or 14 per cent., and during the last week in the fine weather it has increased amazingly.—(*Mr. Shadbolt.*) It is 50 per cent. increase upon what it was before we opened to Greenwich; it was 52 ½ at the last meeting; we opened in December and our public meeting was in March or April, and up to that period we had advanced in our receipts 52 ½ per cent.

1695. Do you happen to know whether it has had any effect upon the Greenwich coaches since it was opened all the way to Greenwich?—Very materially.

1696. Had it not before it was opened to Greenwich?—Not so much.

1697. Do you know what effect it has had upon the steam-boats?—They run in

in the summer, and the report was that they did not gain money last summer; whether they will this I cannot say.

1698. Has the cost of the railway exceeded very much the original estimate?—Yes.

1699. What was the estimate?—(*Mr. Akerman.*) £. 400,000.

1700. Was that increased afterwards when you came to Parliament for further powers to raise money?—It was.

1701. To what extent?—£ 133,000.

1702. Was that for the purpose of covering the increased expenditure?—(*Mr. Shadbolt.*) Yes; the first idea was that some parts were to be embanked, not arched. When we got out of the streets we could have embanked as well as arched, which would have cost a great deal less money, and the boundary wall was expensive.

1703. You have altered the system of construction to a certain extent?—Yes.

1704. What has it cost as far as you have gone?—The stock, including cost of building, land, engines, tenders, carriages, trucks, &c., 640,419 *l.*

1705. That is what you have already expended?—Yes; and charges incidental to the formation of the line, including interest upon capital, 134,620 *l.*

1706. Then have you completed the whole of your works, or have you still more money to lay out?—We have completed the whole of the works except the termini; the termini we have yet to build, one at the London end, and the other at the Greenwich end, and a house for the engines, and we are in Parliament to raise 60,000 *l.* for that purpose.

1707. Is that by the creation of more shares?—Yes, and a proportionate quantity of mortgages.

1708. How do you mean to deal with those shares; do you mean to offer them to those who hold the original shares?—Yes, to give them the preference; and we have every reason to expect that our old shareholders will take them.

1709. What are your shares now at?—At par, 20 *l.*, and we cannot sell them for less, and never could, and the others are 17 *l.* in the market.

1710. What was the greatest depression they were ever at?—(*Mr. Akerman.*) I think 15 *l.*, and once they were as high as 13 *l.* premium.

1711. Mr. *Freshfield.*] When they were at 13 *l.* premium, how much had been paid up?—The whole had been paid up.

1712. Mr. *Loch.*] Who was the original engineer of the road?—Colonel Landman from the first.

1713. Does he still continue so?—His business having terminated, we have discontinued his services, retaining him at a small salary as consulting engineer; we did not want his practical services any longer, and therefore were glad to rid ourselves of the expense.

1714. Is your terminus at London-bridge completed?—All but the roofing the offices; it is just in the same state that it was when we first opened in a temporary way; it does all the work just as well, but it is not so sightly.

1715. You stated that you have to pay yearly 2,320 *l.* to the Deptford Creek Bridge; is that a perpetual rent-charge?—It is, but we have the toll for it.

1716. Then it is not altogether a dead loss to the company?—No; we let it for 1,300 *l.* a year, therefore it is about 1,000 *l.* a year loss; but we were obliged to take it, because we took away their traffic; we were obliged to build over the Ravensbourne, and they were remunerated in this way.

1717. Mr. *Freshfield.*] As a mode of compensating them for the loss?—Yes.

1718. Sir *John Guest.*] What railroads fall into your railroad?—The Croydon.

1719. Where?—At one mile and three quarters from the London terminus; we give them ground for their station by the side of ours at London-bridge.

1720. Then they will travel for one mile and three quarters on your rails?—Yes.

1721. What other railroad falls into yours?—None at present; the Brighton must, because they unite with the Croydon.

1722. To what extent?—It will be the same, because they will take the Croydon line.

1723. Mr. *Loch.*] And, in the same way, the South-Eastern?—We have no arrangement with them.

1724. If the Croydon take the South-Eastern, you must take the whole upon your line?—Yes.

1725. Sir *John Guest.*] How often do your trains start?—Every quarter of an hour.

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1726. Your traffic requires that they should start every quarter of an hour?—Yes. In holiday time we are obliged to start as fast as we can.

1727. How do you arrange then?—Just as now. I am happy to say there has been no accident since it was opened to passengers.

1728. If your traffic increases, you must go every 10 minutes, must you not? and how can the Croydon trains, in such a case, run upon the same line?—They will go at different periods; the Croydon will go at distinct periods from ourselves, and it is a line you can see the whole length of, and we have excellent arrangements, and we have the control of the whole, and we require them to do what is necessary for the public safety.

1729. If you travel every 10 minutes, do you think that the trains from the other two railroads can come into your line?—Yes; and we have the power of enlarging our line whenever we find it needful; and I am glad to say that we have ground on both sides sufficient to make an additional rail. We have 75 feet the whole line, and we only occupy 26; therefore we have 24 and a half on each side.

1730. Mr. *Freshfield*.] Is not the station of the Croydon on the north side of your line?—Yes.

1731. Do you contemplate no inconvenience from their crossing your line?—No, they start on their side; they cross at the end of the mile and three quarters.

1732. If they cross there, they will have to cross both your up and down line?—Yes.

1733. Sir *J. Guest*.] Is it possible, when a full train is coming from Brighton at an uncertain period, that you can provide for that train dropping into your line?—Yes; the Croydon will perhaps start three or four times a day, and they will come in at stated periods, and we can always stop a train instantaneously by a signal-man.

1734. They must wait for you at the terminus, or there would be some danger of coming against the train, would there not?—The men are put so thick that the signal passes from one to the other without any difficulty; and if it was a fog they would be placed thicker, so that each could communicate with the other. Our staff is very abundant, and our men are of the best description.

1735. Necessarily, either your train coming up, or the Brighton train, must wait at the junction?—The crossing is instantaneous; it is mere crossing.

1736. Does it not come into your line?—Yes, but on the same line where we are travelling there can be no meeting; we do not apprehend the slightest difficulty.

1737. You do contemplate the possibility of making another line?—Yes.

1738. Sir *H. Verney*.] Your observations are entirely confined to a line where there are arches?—Yes, we can extend those arches; the same arches could be extended 24 feet six inches on both sides.

1739. You do not apply that to embankments?—No, we have arches the whole way.

1740. *Chairman*.] What is the present width of your arches?—Fifteen feet within the walls.

1741. Lord *Granville Somerset*.] Do you contemplate that it would be a very easy matter to join on those arches, so as to extend them?—Very easy; nothing could be more easy.

1742. Was your foundation good?—Better in some parts than others, but we went to the expense of making it good by piling and so on.

1743. You would have to do that?—Yes, in Bermondsey it was very bad.

1744. What was your reason for applying the land next the river for the Croydon station?—I do not know what the reasons were; they wanted to come on the other side, and we did not choose they should, because we thought it would be more advantageous to let that to other parties.

1745. Mr. *Loch*.] You kept them more in your power by sending them across?—Yes.

1746. Lord *Granville Somerset*.] You say you do not apprehend any difficulty from this increase of traffic coming from the London and the Croydon, bringing the Dover and the Brighton traffic; and, moreover, you say you can always stop. At what distance can an engineer stop the train when it is proceeding?—(*Mr. Akerman*.) I should not like to answer that question.—(*Mr. Shadbolt*.) I never calculated.

1747. Sir *John Guest*.] How many miles an hour do you travel?—Twenty.

1748. Can

1748. Can you stop in a quarter of a mile?—Yes, in less than a quarter of a mile.

1749. Lord *Granville Somerset*.] You profess to go every quarter of an hour?—Yes.

1750. Both ways?—Yes; in the winter we go less, because passengers do not come frequently enough.

1751. How many additional trips do you think you can take with safety?—I asked our engineer before I came away, and he said there was no difficulty, not the slightest, in these trains running on the Greenwich line.

1752. How many additional trips do you think you could venture to take with safety, supposing you found it advantageous to have more frequent trips?—We have gone every five minutes, and we have, in holiday time, gone in less time than that, and we never had an accident.

1753. What time do you take from end to end?—About 15 minutes.

1754. You think it would be perfectly safe for you to go every five minutes?—We have done so in holiday time, and in three minutes, and we have never had an accident; that is practical proof.

1755. Have you made any arrangement with the Croydon as to how often they are to go?—No; but they must conform to our regulations; and we shall take care, for our own sakes and the public sake, to run no risk whatever.

1756. Have you entered into any calculation as to how often they will have to convey their trains upon your railroad either way?—Let them require them as frequently as they may, there will be no difficulty.

1757. Have you made any calculation?—It has not come to that yet; it is not opened; they do not know how many passengers they will have.

1758. Sir *John Guest*.] Have you heard of instances, on some of the railroads in the north, of one train running against the other?—I have heard of such things.

1759. Is your railroad quite straight from end to end?—There is a little curve at Deptford.

1760. Is it quite straight from the terminus to the junction?—Yes.

1761. You are aware that accidents happen to engines; suppose anything should happen with a Brighton train after it goes upon your line, and another train was coming up on your line, would there not very probably be some concussion?—No; the signals would be generally so quick that I do not apprehend any danger.

1762. Lord *Granville Somerset*.] What is your agreement with the Croydon Railway Company?—So much per passenger, they finding locomotive power.

1763. Under what document is that?—Under a legal instrument.

1764. Is that binding upon both parties?—Yes.

1765. Not terminable?—No, going on for time immemorial.

1766. Mr. *Loch*.] Supposing you should differ as to the construction of the agreement, is there any power of reference?—I think it is so clear, that it is impossible to differ upon it.

1767. Sir *John Guest*.] Do you contemplate two trains starting together?—No, five minutes apart. When I speak of holiday times, I mean trains running at night; it is at night that people come from Greenwich in such shoals.

1768. Lord *Granville Somerset*.] Do not you contemplate any passing from the Croydon Railway at night?—Not a great deal.

1769. Do not you think it possible that the Croydon trains may not keep their time to a few minutes, and then that the trains may to a certain extent jostle each other?—We do not anticipate it.

1770. Your company took a very active part in promoting the speculation of a railroad to Dover through Greenwich, did it not?—I am not at all aware of it; Mr. Walter, a person that was employed upon this line, and who was the instigator of it, took an interest in that line.

1771. Was not Colonel Landman employed?—He was the engineer, but I do not think the Greenwich Company had anything to do with it.

1772. Did the Greenwich Company interfere in the squabble about the Brighton railroads?—Not the least.

1773. They did not support one of those railroads?—No.

1774. It was an object to you to have the present line formed, instead of a line with another terminus?—I assure you that nothing was done on our part to promote or to keep it back.

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1775. Have you no preference of the line now adopted instead of any other?—It was never brought before us, at least not when I was in the directory.—(*Mr. Akerman.*) I have been secretary for four years: Mr. Walter was secretary before.

1776. Lord *Granville Somerset.*] Mr. Walter took a great interest in it, did he not?—(*Mr. Shadbolt.*) Yes, Mr. Walter interested himself in it, but not by the advice or sanction of the directors.

1777. But so far this was the fact, that the secretary of the company, and the engineer of the company, were the parties most interested in advocating the scheme?—Yes.

1778. Mr. *Loch.*] Do you supply the Croydon trains with water and engines?—No, they have their own locomotive power.

1779. Is the station theirs or yours?—It is theirs; because they purchased the ground from us to build upon.

1780. Do you join the Croydon upon a level?—Yes.

1781. There is no descent towards the junction?—Not the slightest.

1782. Lord *Granville Somerset.*] Is there any descent soon after they quit you?—Not an inclined plane of a yard, that I know of.

1783. Is it a dead level?—As far as I know, it is a dead level.—(*Mr. Akerman.*) Speaking as a non-engineering man, I should say there is a slight rise as they come upon our railway.

1784. Would that slight rise be of any use in checking the velocity of the engine?—It is generally considered so by engineers.

1785. Is it sufficient to cause some slight impediment to the velocity?—Yes, I should say so.

1786. Mr. *Loch.*] Then it will rather accelerate your speed towards the railway?—No, the other way.

1787. Sir *John Guest.*] Have the company taken the opinion of any experienced engineer as to the practicability of two companies with two sets of engines working upon the same line of road?—Yes; our engineer, Colonel Landman, is an experienced man; and also Mr. Gibbs; and they have been consulted upon it.

1788. Are you aware that it is the opinion of persons who are competent to judge upon the question, that it is perfectly incompetent for two companies to run upon the same line of road with different engines?—I am not aware of such an opinion being offered.

1789. Mr. *Freshfield.*] In your arrangements with the Croydon Railway Company, have you reserved any power of regulating their time of starting?—Yes, it is entirely subject to our control; we thought it not safe to leave it out of our hands.

1790. They would have no power of altering their times without your consent?—No; and I may perhaps take the liberty to observe, that there is a watch-tower lighted, and two persons, who can see an immense distance, stationed at the point of junction. The matter has been well considered.

1791. Mr. *Loch.*] In the event of your finding that more frequent dispatches were inconvenient, could you increase the size of your trains?—Yes; we could make our trains to any extent; our engines will take 12 or 13 carriages; our common number is five, six or seven, but we can take, and we have taken in holiday time, 13.

1792. *Chairman.*] Then in the agreement with the Croydon, have you limited them as to the size of their trains, or the weight of their engines?—As to the weight of their engines, they could not put an engine on our line without the certificate of our engineer; he travels with the engine and approves of it, as to its smoothness, for it is the want of that which produces the wear and tear, from its jumping; they have gone to a great expense for engines, and such as we have seen are very good.

1793. Mr. *Loch.*] How early do you start?—At eight.

1794. How late in the evening do you run?—Till 10 or 12 o'clock at night.

1795. In the winter, how early do you start?—At nine.

1796. And when do you stop?—About nine, I think, or the last train ten; ten each way is the average.

1797. Then you have been in the habit of travelling in the dark ever since you opened?—Yes.

1798. And you have not found any difficulty?—Not the slightest.

1799. Have

1799. Have you had any dense fogs upon the railroad since you opened?—Many.

1800. Have you been obliged to check the rate of speed on that account?—Yes, we always do, to be on the safe side, and we have a lamp in front of every carriage.

1801. But in a dense fog you would not see the light till you were upon it?—No, but then there is the whistle and the noise of the engine.

1802. Sir *John Guest*.] You have never had an accident?—No.

1803. Mr. *Freshfield*.] Do you use four or six wheels?—We like six wheels best; the first engines that we purchased had four, but we are now getting them with six wheels.

1804. The carriage is heavier?—Yes, but it divides the weight better.

1805. You are obliged to use a stronger axle?—Yes, but the engineer has greater power; all the Croydon engines are six wheels.

1806. Mr. *Loch*.] You do not charge the maximum rates that you are entitled to take under the Act of Parliament?—No, our object is to carry as cheap as possible; it is numbers that pay us.

1807. In your arrangements with the Croydon Railway Company, do you make them pay according to the number of passengers they carry?—Yes, so much per head.

1808. How many classes of carriages have you?—First and second.

1809. What is the difference of price between the first and second?—Eight pence and one shilling.

1810. Does the difference of price make a difference in the number of persons?—Yes, considerably.—(*Mr. Akerman*.) But that has been made up by the advance of the fine weather.

1811. Has the great increase of passengers that has taken place since the opening to Greenwich increased proportionably in both classes?—(*Mr. Shadbolt*.) Yes, more in the best carriages than in the common, for a great number of respectable people from Greenwich prefer coming in the best carriages.

1812. Lord *Granville Somerset*.] What liabilities do you esteem yourselves subject to as carriers of passengers' luggage, and so on?—I do not know that we are liable at all, because it is by sufferance we take any luggage.

1813. Do you mean to say that you do not consider yourselves liable, the same as any stage-coach proprietor might be liable, for passengers' luggage?—No; we have never been asked to carry goods yet.

1814. Supposing a passenger goes with you, would you or would you not consider yourself responsible for the due care and protection of his baggage?—Certainly.

1815. Mr. *Freshfield*.] Do you make any regulation that he may carry a certain amount?—We never object to any; we have no regulation, and our object is to accommodate the public as much as possible.

1816. Lord *Granville Somerset*.] When you come to convey upon your railroad the Brighton and Dover traffics, which will pass along the Croydon, will you have the power to make such regulations under your bye-laws as you please for that traffic?—No doubt we can, I apprehend; we have no bye-laws at present.

1817. Is there any controlling power with regard to those bye-laws?—I am not aware.

1818. Will you turn to the clause under which you have power to make bye-laws; which Act is it in?—(*Mr. Akerman*.) The first Act, section 105.

1819. Mr. *Loch*.] If your trade should increase to the extent of requiring any new station for the Brighton and South-Eastern railroads, have you the power to accommodate them?—Yes; we have on the south side of us full space for a station.

1820. In that way would you be enabled to permit the Brighton and South-Eastern passengers to come in without crossing your line?—Yes; we could make a distinct station and a distinct line altogether, so that they would have nothing at all to do upon our line.

1821. *Chairman*.] Is there any understanding with the Brighton Railway Company that they are to have such a station?—Not with us; we have no agreement with the Brighton Company; their agreement is with the Croydon Company, and we know nothing of it; but they will come upon our railroad those that come from the City; those that come from New-cross, where they are making another station, will avoid us; and the great traffic, I should think, would be from New-cross,

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for so many persons come from the west end, therefore the Brighton traffic will not be so very great, I think, up to London-bridge, as it will be to New-cross, and they have a very ample station at New-cross.

1822. Lord *Granville Somerset*.] No bye-laws have been made under this 105th section?—No.

1823. But you have the power of making them, and imposing a fine not exceeding 5*l*., upon parties breaking those bye-laws?—Yes.

1824. And those bye-laws, if you chose to make them, would be applicable to the passengers coming off the Croydon Railroad, as well as to those travelling upon your railroad?—I think we have reserved the power in our agreement with the Croydon, of making such laws as we may think fit, and they shall approve; it is quite to our interest to go hand in hand, and nothing can be more injurious to us than not to do so.

1825. Mr. *Loch*.] Have you, as chairman, or have the directors, received any complaints of want of proper treatment on the part of your people?—Not lately; there used to be, but we have changed all of whom complaints were made, and have now a good set of people.

1826. When a complaint has been made, has it always been attended to?—Always; we lay ourselves open to receive complaints, and discharge men as examples; we never flinch from our duty in that respect.

1827. *Chairman*.] Have you a book in which to enter complaints?—Yes.

1828. Is that regularly brought to the board?—Yes; and a report from the engineer.—(*Mr. Akerman*.) A daily report is made by the guards of the trains to the inspector, and the inspector reports twice a week to the board.—(*Mr. Shadbolt*.) We meet twice a week, and we hear all the complaints read.

1829. Mr. *Loch*.] Is there one inspector who has the charge of the whole line?—The engineer has the charge of the whole line.

1830. There is some responsible person who reports to the inspector?—Yes, we have five superintendents; three always on duty, and two relieve; one at Greenwich, one at Deptford, and one at London.

1831. You have not carried much luggage?—We have not carried much. People who sell fruit and fish will put it behind the train, and we never charge for it.

1832. Have you had any complaints of its being lost?—Never.

1833. Mr. *Freshfield*.] You do not carry anything as mere luggage?—We have never been required to do so.

John Harman, Esq. and Mr. *Thomas Wood*, called in; and Examined.

John Harman, Esq. and Mr. *Thos. Wood*.

1834. *Chairman*.] (*To Mr. Harman*.) YOU are Chairman of the Brighton Railroad?—I am.

1835. (*To Mr. Wood*.) You are Secretary?—I am.

1836. Mr. *Loch*.] You have only one Act of Parliament under which the company is incorporated?—(*Mr. Harman*.) Only one.

1837. That is the 1st of Victoria, cap. 119, and passed in July 1837?—Yes.

1838. What is the amount of the capital stock that you are empowered to raise under that Act?—We have power to raise 1,800,000*l*., in shares; 36,000 shares at 50*l*. each, and power to raise by loan 600,000*l*.

1839. What calls have you made upon your shares?—We have made four three pound calls.

1840. How have they been answered?—Very well indeed.

1841. Shall you have occasion to call again soon?—We intend to make a call immediately.

1842. Has there been a considerable depression in the value of the shares?—There has been some depression.

1843. Has it been proportionate to the depression in railway property generally?—I think it is; I cannot account for it in any other way.

1844. Sir *John Guest*.] What was the expense of the Act of Parliament?—I cannot tell that exactly; there were five competing companies, and therefore it is almost impossible to tell the expenses; the companies joined together, and formed the present company.

1845. What expense falls upon you, in consequence of the application to Parliament?—None.

1846. Lord *Granville Somerset*.] Under your Act you swept away the expenses, and

and re-formed the company on a fresh footing?—Yes; there were four or five competing companies.

1847. Sir *John Guest.*] Was there not some arrangement between you and them as to the expenses?—An arrangement was made as to the proportionate value of the shares.

1848. No sum was paid by you?—No, not a sixpence; each company paid its own expenses up to a certain date, the time of the union of the companies.

1849. What did the applications to Parliament cost the companies?—(*Mr. Wood.*) We cannot tell further than this. Contemplating that a great expense was incurred by the several companies, our company have allowed 5 *l.* upon the 50 *l.* shares, taking the supposed estimate of the expense of the five competing lines at 180,000 *l.*

1850. Then a charge is made upon you?—It is allowed as a credit; we have not claimed it from the shareholders, nor does it form any part of the calls already made.

1851. Therefore you will pay the profit upon 50 *l.*?—Yes.

1852. Mr. *Loch.*] Your power to borrow has not yet arisen?—No.

1853. When the period arrives, you will take advantage of the power to borrow?—(*Mr. Harman.*) That depends upon circumstances, we have the power to borrow, when half the capital is paid up.

1854. Have you contracted for all the works?—Nearly all.

1855. How have they gone as compared with the estimate?—Very fair indeed, averaging them, quite within the estimate.

1856. How has the purchase of land been?—That will very little exceed the estimate; some of the land we are obliged to pay more for than the estimate.

1857. Have you been obliged to go to a jury?—Yes, in several cases; there was one very heavy case at Brighton, of Mr. Kemp.

1858. Have the sums awarded exceeded the sums you offered?—We did not offer any sum, we went at once to a jury; we found the difference was so great between ourselves and the parties of whom we were to purchase the land, that we thought it best to go to a jury at once.

1859. In such cases was the estimate exceeded?—No.

1860. Lord *Granville Somerset.*] Did the sums awarded approximate nearer your own calculation than the calculation of the other party?—Yes, the sum awarded in that instance was 12,950 *l.*, and the sum demanded was 44,000 *l.*

1861. Mr. *H. Baring.*] Is the trial now going on?—Mr. Kemp has moved for an injunction, but it is refused, at least it does not stop the works.

1862. Sir. *John Guest.*] How much will the works cost?—My own opinion is, that 1,400,000 *l.* will do everything that we shall require.

1863. Mr. *Loch.*] You have no terminus of your own at London?—No, we have not; we join the Croydon.

1864. Where do you join the Croydon?—We join the Croydon at about a mile to the back of the town of Croydon, at a place called Bigging's Farm.

Qy. Salhurst.

1864*. Nearer London than the town?—Yes.

1865. Is it at the north or the south of the town?—The east of the town, and east of the railway; the railroad and the turnpike-road do not run parallel, therefore it is not quite at the London side of the town, rather nearer the town.

1866. Lord *Granville Somerset.*] Does your railroad have the same level exactly as the Croydon?—The same exactly.

1867. Are the rails to be laid upon the same principle, the same width?—Yes.

1868. Mr. *Loch.*] The Croydon has no terminus in London?—They have a terminus of their own; they have purchased property adjoining the Greenwich, and are making a large terminus there.

1869. But they must cross the Greenwich?—Yes.

1870. Mr. *H. Baring.*] They will be upon the same rails?—Yes.

1871. Mr. *Loch.*] Have you any agreement with the Greenwich?—No; we have an agreement with the Croydon, which carries us over the Greenwich.

1872. Have you an agreement actually entered into with the Croydon?—There is an understanding.—(*Mr. Wood.*) There is an agreement made with the Croydon Company; none with the Greenwich, as that is provided for in the Croydon agreement.

1873. Sir *John Guest.*] Are you aware that the Greenwich trains run every five minutes?—(*Mr. Harman.*) Every quarter of an hour.

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1874. During some particular periods of the year, are you aware that they run every five minutes?—Yes.

1875. Do you think it possible for your trains to come into that line when the Greenwich trains run every five minutes?—I have not heard that there is any difficulty upon the point; I should not anticipate any difficulty in it, having seen the way in which the railroads of the different companies run upon the same line in the north.

1876. Mr. *Loch*.] The Croydon Company has a station at New-cross?—Yes.

1877. Is that the station that the Brighton Railway will use?—I am not competent to give an opinion.

1878. Lord *Granville Somerset*.] How many times do you expect the trains will start from London to Brighton, or from Brighton to London?—That is a point that we have not maturely considered.

1879. In the extended discussion which took place upon the different Brighton lines, did it not come out in evidence that there was a calculation as to that?—There was a calculation as to the traffic, but not, I think, as to the times of starting.

1880. Did you never contemplate that in your arrangement with the Croydon Railway Company?—No.

1881. You are aware that the Croydon Railway is to carry not only your passengers, but the South-Eastern?—Yes.

1882. What arrangement have you made with the Croydon Company, so as to prevent the interest of the South-Eastern Company being more considered than yours are?—The South-Eastern fall into us.

1883. How many miles do they go over your line?—It depends upon which line they take.

1884. Supposing the line that you wish for at this moment is adopted?—They go over our line 12 miles.

1885. What is your arrangement as to the South-Eastern for carrying traffic?—The arrangement is a mutual arrangement between them and ourselves; if they obtain power to purchase that portion of our line from us which we have arranged that they shall take, we completing it, then we shall each carry our traffic free over the whole; we shall run our traffic free over their half, and they will run theirs free over our half.

1886. So that, in fact, it would intersect your railroad?—It would intersect that portion of it.

1887. And that would not be a check upon your arrangements in interfering with them?—No.

1888. It would give them a security, so far as their power over that half went, of preventing your interfering?—We should not interfere one with the other; their traffic would be amply provided for.

1889. Supposing it was an object for them that their trains should set off at a particular hour from Dover, which would arrive at that time upon your railroad which would interfere with your arrangements at Brighton, in what way could such a contingency as that be arranged?—I do not conceive that that is likely to be the case, but if it should, one party would have to wait a few minutes while the other went off.

1890. But upon a railroad it is not a case of waiting?—There is very little difference; I have seen them stop in as little distance almost as any stage-coach could stop.

1891. In what distance could they stop, going 20 miles an hour?—They would not go at that speed when coming on to us.

1892. But you said you had seen them stop as quickly as any stage-coach?—Yes; because they have been prepared for it before they came to the point.

1893. Mr. *Loch*.] Do the South-Eastern Company deal with the Croydon Company, or do you deal with them?—They deal with the Croydon Company.

1894. Supposing their arrangement with the Croydon Company was not exactly what you would wish, what steps should you take?—The Croydon Company are bound to give us accommodation according to their agreement, according as we may require it.

1895. Then you stand first, and the South-Eastern come afterwards?—I do not know how that is.

1896. Sir *John Guest*.] Suppose the line that you all travel upon, the Greenwich, should not be sufficient, how would you stand then?—I understand that they have sufficient

sufficient land to widen the railway, to double its present width; I do not know it of my own knowledge.

1897. Can you compel them to do that?—I think we should make arrangement for that.

1898. Sir *Harry Verney.*] Supposing, before you finish your railway, it should be found from experience on the Great Western that broader rails are better, and you wish to lay down broader rails, could you do so?—No; we have laid down a considerable distance of railway upon the other principle.

1899. Mr. *Loch.*] When are you likely to open?—I think I may safely say that we shall open within two years from this time.

1900. Lord *Granville Somerset.*] You intend to open a branch before that?—Yes, a branch from Brighton to Shoreham.

1901. Have you any arrangement with the shareholders as to paying their interest positively at a particular period, or are they to wait till the directors give directions?—The moment that the call is due they pay interest upon it.

1902. But you have no arrangement with the shareholders to pay them interest out of your capital, in any way?—No; we have this arrangement, if any of the shareholders like to pay up their calls beforehand, we have power then to allow four per cent.

1903. Have you done that in many instances?—In one or two instances.

1904. Mr. *Loch.*] That interest must be paid out of the capital?—Yes.

1905. Sir *Harry Verney.*] Have you ever turned it in your mind whether it would be a desirable thing if any Government Board existed for the general supervision of railways?—I have not turned it in my mind, but it strikes me that the directors of a company are or ought to be quite sufficiently versed in what is best for their interests.

1906. If there had been a Board established before the Brighton lines were talked of, do you think all that money which was uselessly expended would have been expended?—It depends upon the power of the Board.

1907. Supposing no company could come to Parliament without the sanction of a public Board of men of science?—There is no doubt that that would have saved a great deal of expense to us when we were in Parliament.

1908. Do you think the interests of railways would suffer if such a Board existed?—I do not know that it would.

1909. You state that your works have generally been completed, as far as you have gone, within the estimate which was originally made; did that estimate include station-houses, and all that you now find necessary?—We have not let those yet. I stated that as far as we had let our works, the contracts had been within the mark.

1910. But the original estimate did include all these?—Yes.

1911. You do not find that more works are to be made than were estimated?—No, I do not anticipate any.

1912. Lord *Granville Somerset.*] What was your calculation with regard to moving earth in cubic feet?—I do not recollect.

1913. You cannot state the average lead that was taken?—(*Mr. Wood.*) No.

1914. Do you think that you would have liked to follow the directions of a Government Board, if that Government Board had supported Mr. Stephenson's line to Brighton?—(*Mr. Harman.*) No; undoubtedly I should not.

1915. If it had happened to support Sir John Rennie's line, it would have been approved of by you?—Yes; there are gentlemen on our Board that differ from me upon that subject; but that is my own opinion.

1916. Sir *John Guest.*] That opinion is formed with reference to the general interest of the public?—Yes.

1917. Mr. *Freshfield.*] Part of the expense thrown upon you, is from the increased number of directors?—Yes, we have 20 directors, and I presume it was in consequence of there being so many companies to be united into one.

1918. Is that number necessary?—No, I should say not.

1919. Have you any power in your Act to abstain from filling up vacancies?—No.

1920. Under any circumstances, if you found a direction of ten sufficient, you could not limit it?—No we must have 20, and there is no doubt that it is inconvenient having so large a body.

1921. Is there not a peculiarity in your Act as to the appointment of police; do

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do you propose the police at the petty sessions?—Our Act gives the power to magistrates to appoint the police.

1922. That is absolutely so?—Yes, that is absolutely vested in the magistrates.

1923. Do they decide what you shall pay for the police?—Yes.

1924. There is no voice on your part?—No.

1925. Lord *Granville Somerset.*] Under what clause?—We have no power at all; but we have, generally speaking, acted in unison with the magistrates, and have had no difficulty except in one instance.

1926. Mr. *Freshfield.*] It is in the power of any two magistrates sitting in petty sessions?—Yes.—(*Mr. Wood.*) I think the Act says any two justices, whether sitting at petty sessions or not.

1927. You find your police in clothing?—Yes.

1928. Have any differences arisen as to the terms on which you should pay those police, on account of this power of the magistrates?—There has on one division of the line; we generally sent down the policemen as the magistrates required them; and in order to make the force more effectual, we thought it better to clothe them; we did not, in consequence of that, take anything from their pay; the magistrates have awarded 20 *s.*, and we have given them a guinea a man and also clothed them; but in the instance of Cuckfield, we sent down policemen to the magistrates, and they said they would not appoint them, but would appoint their own police, and would not have anything to do with us upon the subject, and we have in that instance withdrawn the clothing, &c. of the men.

1929. Are those disagreements disadvantageous to the public?—Yes.

1930. The police consider themselves the servants of the magistrates?—Yes.

1931. Lord *Granville Somerset.*] Those police are not to take care of the passengers or the railroad, but to see that your workmen should not do damage in the country?—Yes.

1932. When the railroad is completed, then the power of the magistrates will cease?—Yes.

1933. Therefore there may be an advantage in those policemen being under a control quite independent of yours, may there not?—I think it would be of much greater advantage if the policemen felt themselves to be the servants of the company as well as of the magistrates.

1934. Are not the policemen to protect the public against those whom you employ, and therefore is it not well that there should be some superintending power over them?—I see no objection to it.

1935. Mr. *Freshfield.*] The circumstance of the police being supported by the company, are you not of opinion would give them a greater moral influence?—No doubt of that.

1936. Mr. *Lefevre.*] Does the railway cross any turnpike or parish roads upon a level?—A parish road it does, but no turnpike road.

1937. How do you propose to protect the public; by putting gates across the railway or across the parish way?—Across both ways, I should think.

1938. When your railway crosses a turnpike road, you are compelled to make your bridge of a certain width, what is that width?—I think 25 feet.

1939. Is there any instance where a railway passes over a parish road?—Yes.

1940. Does the road descend under the arch of the bridge on both sides, so as to form a hole in the centre?—Not at all, in the instance I allude to.

1941. If that were the case, would you be compelled by the Act to pave that part of the road, or to drain that part of the road?—No doubt of it.

1942. Sir *Harry Verney.*] Supposing in the case of the Brighton lines there had been an impartial Board, do you not think that that might have brought you together, and induced you to fix upon some line which would have been generally better, and in which you might all have been interested?—I do not know that they could have fixed upon a better line than the present, but I have no doubt that they could have saved a great deal of trouble and expense.

1943. Might they not have fixed upon the line you have now fixed upon?—Yes.

1944. What would have been saved to the public if your line had been fixed upon originally?—The whole that has been spent in Parliament at least saved to the shareholders.

1945. Can you state, with any approximation to the truth, what that is?—We have reason to believe that the whole of the Parliamentary expenses of all the competing lines amounts to about 180,000 *l.*

1946. Is that entirely lost?—Undoubtedly it is entirely lost.

1947. Lord *Granville Somerset*.] Except so far as this, that the parties receiving it, did not find it a dead loss?—No.

1948. Sir *Harry Verney*.] Might not that sum have been saved if there had been some competent tribunal?—I think a great deal might.

1949. You state that some of it is still borne by your company?—In this way; when we issued the shares of the company we issued them as if 5 *l*. had been paid upon them; that was in order to cover the expense.

1950. Then that 5 *l*. per share hereafter will be borne by the company?—That does not include any part of the calls made on the proprietors.

1951. And the public will pay so much more for going upon your railway?—No, I do not say that at all; it is not in fact paid by the company; there is credit given for it, though it is not paid by them.

1952. Do you think that in many instances railway companies have given great annoyances to private individuals and proprietors?—I believe they have in some instances.

1953. Do you think if such a Board as that existed, much of that annoyance might be spared?—I am only surprised that it should have existed at all. I think the parties in the instances where it has existed have acted very contrary to their own interest; we have never had any difficulty on our line.

1954. It has frequently been the case that landowners have opposed the formation of different lines of railway?—Yes.

1955. And have they made exorbitant demands for their land?—In some instances they have.

1956. If there was a proper tribunal to give a fair estimate of the value of land, would not companies in general pay a much fairer sum?—Probably it might have hat effect.

1957. Can you inform the Committee what will be the expense of travelling per mile in your first class and second class carriages?—No, I cannot at this moment.

1958. Mr. *Henry Baring*.] Have you made any calculation how many times you will go a day?—No.

1959. Sir *Harry Verney*.] Are you aware of the system adopted in Belgium, of issuing a commission of inquiry as to the best line through a country, before any line of railway is made?—No, I am not.

1960. Mr. *Freshfield*.] Would you have any objection to this regulation, that two magistrates in petty sessions should have the power to require of the company to name an increased number of police, and in failure of their naming them, that then they should have an absolute power of appointing them?—Not the least; that suggests itself to me as the best plan.

1961. Are your shares transferable by transfer in your books, or by separate deeds?—(*Mr. Wood*.) By separate deeds.

1962. Have you any reason to know, that in the sale of the shares it is not uncommon for the proprietor of a share to execute the transfer in blank?—Frequently.

1963. Then upon that there is a proper duty affixed?—Yes.

1964. Do you know that that transfer becomes the subject of sale from hand to hand for a great length of time before it is brought to the office to be registered?—I have reason to believe so from the periods at which they are out, and the parties in whose hands they originally were being surprised at receiving notices of their still being in their names, and we daily receiving letters in answer to applications for calls, disclaiming any interest in the concern, on the ground of sales made long previously, and pressing the directors to forfeit shares in order to be absolved from responsibility.

1965. Then the first inconvenience is felt by the company when they apply for a call to the person who has ceased to have any interest in the share?—Yes.

1966. In the next place, all those transfers are subject to duty, which duty is not paid?—Yes, I presume so, if those transfers have taken place in blank.

1967. So that the share is transferred from hand to hand, and ultimately, for the sake of getting it registered, a name is put in?—Yes.

1968. And that is the name of the last person who purchases?—Yes; and, I presume, having no connexion with the original shareholder.

1969. Are you aware that, in addition to the loss of revenue and inconvenience to the company, those shares would be subject to an execution for the debt of the original proprietor; or if the shareholder became bankrupt before the registration of his transfer, the shares would pass to his general creditors?—Certainly.

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1970. And that that original proprietor might also sell the share a second time, and that executing a transfer, which was brought to the company to be registered before the original transfer, would work the transfer of the property?—Certainly, because I have no cognizance of the transfer till it comes into my register.

1971. Have you any reason to know that this artificial dealing with the stock of the company gives an artificial value; the depression or increase not depending upon the actual state of the concern?—Certainly.

1972. Under all circumstances, would you think it more advantageous that all transfers should be actual transfers entered in the book of the company?—Yes.

1973. Mr. *Thornely*.] What is the expense of the stamp?—It is an *ad valorem* stamp, exactly as any other conveyance.

1974. Lord *Granville Somerset*.] What are the shares at now?—(*Mr. Harman*.) At 3 ½ discount.

1974*. Has it ever been a matter of discussion since the formation of the railway, the advantage of having a terminus of your own in the neighbourhood of London?—We apprehend that the Croydon Company are making ample accommodation for any traffic that there may be.

1975. That is in connexion with the Greenwich line; has it ever been under discussion among the proprietors of your company, the great disadvantage that you will feel to arise from being turned upon a short railroad like the Greenwich?—There is no question upon it; but we considered that the expense that was saved by coming over the other railroads to London was so great, that it compensated for any inconvenience that might arise from it.

1976. Do you contemplate having a regular station at New-cross for such parties as wish to be set down there?—There will be trains stopping at all the stations.

1977. Do you mean to make a regular station there?—I do not think we have discussed that point.

1978. Have you ever discussed the practicability of having a terminus nearer to London than New-cross, distinct from the Greenwich Railway?—Yes.

1979. You have been always stopped by the consideration of the expense?—Yes.

1980. Are your arrangements such, that if you chose to form such a terminus hereafter, you could do it without breach of faith?—Yes.

1981. You could make use of the Croydon Railway to a certain point, and then make a branch to any terminus you might think expedient?—Yes, we could bring it near to Westminster-bridge; there is a scheme of that sort in contemplation.

1982. It is not the expense of the formation, but the expense of the ground which deters you?—Yes.

1983. Sir *Harry Verney*.] In regard to railway police, what duties do you intend to impose upon your policemen?—We put them entirely under the magistrates; we do not interfere with them; we direct them to take their orders from the magistrates, and do every thing that they are desired to do, except so far as we are concerned to look after the workmen, and keeping them orderly.

1984. Are your policemen to be retained when the railway is constructed?—If they conduct themselves properly, they will be.

1985. They will not then be under the magistrates' control?—No, under our control.

1986. What will be the duties imposed upon them?—To watch the line, and to take care that no one comes upon it, and that there is no obstruction.

1987. Their duty will extend to your line and your station?—Yes.

1988. Mr. *H. Baring*.] Shall you have a separate police on the Croydon for yourselves?—I think the arrangements with the Croydon are, that they are to find a sufficient police.

1989. Do you intend to allow the magistrates to order more police, if they find it necessary, when your railway is in operation?—I should imagine that such a case could not occur, because for our own sakes, we should take care to have sufficient police; it will be then out of the control of the magistrates altogether.

1990. Lord *Granville Somerset*.] Do you recollect whether there was not as much opposition to the different lines, when the various companies for forming railroads between London and Brighton were before Parliament, on account of parties who desired the railroad to pass through their property, as of parties who desired the railroad not to pass through their property?—I should think it was nearly balanced.

Thomas William Tyndale, Esq. and Mr. *James Yates*, called in; and Examined.

T. W. Tyndale, Esq. and Mr. *James Yates*.

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1991. *Chairman.* (*To Mr. Tyndale.*) YOU are Chairman of the South-Eastern Railway Company?—Yes.

1992. (*To Mr. Yates.*) You are Secretary of the South-Eastern Railway Company?—Yes.

1993. Mr. *Loch.*] What is the Act under which you are constituted a company?—(*Mr. Tyndale.*) An Act of the late King.

1994. The 6th William the 4th, chapter 75?—I think it is; it was passed in June 1836.

1995. The 21st of June 1836?—Yes.

1996. What is the amount of capital that you are empowered to raise by shares?—£.1,400,000.

1997. What are the shares?—The shares are 50*l.* each: the first Act empowered us to raise 450,000*l.* by loan.

1998. Lord *Granville Somerset.*] What was your next Act?—(*Mr. Yates.*) The 1st of Victoria, passed in the year 1837; the object of that was to amend the line, and it authorised the borrowing of money as soon as 50 per cent. of the capital had been paid up, instead of the whole.

1999. Mr. *Loch.*] Borrow how much?—(*Mr. Tyndale.*) £.450,000. The first Act of Parliament required us to have the whole capital subscribed and paid up before we had the power to borrow.

2000. What was the capital?—£.1,400,000; the second Act of Parliament enabled us to borrow as soon as a moiety of that capital had been paid up.

2001. Under that second Act, were you allowed to borrow merely upon the credit of your resources generally, or did you mortgage your calls in any way?—Upon the credit of the resources, not by mortgage of the call.

2002. Then the difference was, that instead of paying up 1,400,000*l.*, you must pay up 700,000*l.*?—Just so.

2003. Mr. *Loch.*] What amount have you made of calls?—There is 9*l.* paid up upon all the calls at present, and there is a call due upon the 8th of this month, which will make 12*l.* out of 50*l.*

2004. How have the calls been answered?—Pretty well; not so well as I could wish.

2005. Is there a considerable amount still unpaid of the calls?—I do not suppose that there are above 10 or 20 proprietors of shares of the whole upon which any call is at present due; but that has been occasioned by an arrangement between the different proprietors, and we were obliged in one instance to have recourse to the power of forfeiture.

2006. How many shares did you forfeit?—One thousand eight hundred and thirty-seven.

2007. Lord *Granville Somerset.*] What amount had been paid upon those 1,837?—£. 2.

2008. For the Parliamentary expenses?—Yes.

2009. Mr. *Loch.*] What became of those shares?—They are still in the company's hands, because I, as chairman, have felt some difficulty with regard to the power of disposing of them under the Act of Parliament. I consider that the proprietors of those shares, notwithstanding the forfeiture, still remain liable to the company to make good any deficit that may be occasioned by the sale of those shares; thus, if they were to fetch less than the calls due, that those proprietors ought to make good the deficiency; for if, on the contrary, they fetched more, the company is bound by the terms of the Act to make over the surplus to the proprietors. We are also restricted from selling more shares than shall be sufficient to satisfy the call; and the Act also provides that those unsold shares, notwithstanding the forfeiture, shall revert to the original proprietor.

2010. And under all these difficulties you have taken no opinion?—No; because I have a doubt whether my opinion is a correct one; and, in fact, so many matters have pressed upon the attention of the directors, that they have not had time to consider this.

2011. Lord *Granville Somerset.*] You have not taken any legal opinion upon it?—No; I am in the legal profession myself, and that has led to the difficulty in my mind.

2012. Mr. *Loch.*] You run upon the Brighton Railroad, do you not?—There is a Bill now before Parliament to enable us to effect a junction with the Brighton, but at present we terminate upon the Croydon.

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2013. Mr. *Henry Baring*.] Where do you join the Croydon?—At Penge; but that part of the line we intend to abandon, because we think it more advantageous to the company to run into the Brighton Railway, if we can get the authority of Parliament to do so.

2014. Mr. *Loch*.] Are you and the Brighton to have any joint interest in that portion which you are hereafter to use?—If I might enter into a long story, I could explain how that arose; the truth is this: that in 1836 the Act of Parliament which authorized the Dover line was passed. At that time there was a Bill pending before Parliament to make what was called the Western line to Brighton, but for some reason or other it failed. Then the South-Eastern Dover line, thinking that it might be extremely advantageous to the interests of the Dover Company if they could make a line common to the two purposes, to go to Brighton and also to go to Dover, and that the expense of going through the chalk range in Surrey would be sufficiently answered by the return to be obtained by the joint traffic to the two places over this common portion of railway, and that a very good and advantageous line might be laid out, in the next year, that is 1837, a company was formed, called the South-Eastern Brighton Company, which proposed to make a railway out of the South-Eastern line at Godstone, and go direct to Brighton in that way. At the same time there were four other propositions made to Parliament to carry a railway to Brighton, and after some contention between all those four companies, they came to an arrangement, that the direct line should be adopted. Now the direct line ran out of London, in like manner as ourselves, and in many instances it ran within 100 yards of the South-Eastern line, and at all events I might say it was parallel to the line of the South-Eastern for a considerable distance, for eight or ten miles. Then as it interfered very much with the Dover line, Parliament inserted a clause in the Brighton Act, which authorized the South-Eastern Dover line to purchase from the Brighton Company as much of their line as should lie between any point of junction that the South-Eastern might think fit to make upon the Brighton line and the Croydon line, and on the money being paid upon that line, it was vested entirely and solely in the South-Eastern Dover line; and so things remain, so far as the law is concerned, up to this day; but when the Brighton line passed, of course the directors of that line were exceedingly hostile to this arrangement, because they considered that the best portion of their line was taken from them and transferred to another line; and more than that, that the dignity of Brighton would in a great degree suffer by having a communication with the metropolis by only a branch line, instead of an independent line of their own, and that produced an hostility between the two companies, and at last the companies have been able to make an arrangement between themselves, which is now pending before Parliament for sanction, under which each line is to take half of the disputed portion.

2015. You will still terminate on the Croydon line?—Yes.

2016. How do you propose to enter London?—We run out of the Croydon line into the Greenwich line, and enter London at the foot of London Bridge by the Greenwich line.

2017. Have you made any arrangement with the Greenwich Railway, in order to enable you to come to their terminus?—No; because I think the Greenwich cannot refuse us leave to come to their terminus, and the Act of Parliament prohibits us from making an arrangement as to a lesser amount of tolls.

2018. With whom have you made any arrangement?—With the Croydon only.—(*Mr. Yates.*) The Croydon have a right to carry anything over the Greenwich line.

2019. Mr. *Loch*.] You are taken up as a portion of the Croydon?—Yes.

2020. Have you ever had under your consideration, in what way you are to arrange your trains, so as not to interfere with the intercourse on the Greenwich line?—(*Mr. Tyndale.*) Yes, it has caused us great consideration, and a plan has been suggested, by which accommodation could be afforded for all the Brighton, and South-Eastern, and Croydon traffic, perfectly independent of the Greenwich; but that will require a large outlay.

2021. Upon the part of what company?—The Greenwich and the four companies united.

2022. But at present you have no authority to carry that arrangement into effect?—No.

2023. Can you state what that is?—I am unable to do so myself, but perhaps Mr.

Mr. Yates can.—(*Mr. Yates.*) The object would be, by an enlargement of the Croydon Company, who have now the power to erect a proper station of departure from the Greenwich Railway, about 100 yards lower down than where they now start from, which would give a facility of making an additional line of railway for a mile and a half on the side of the Greenwich, and make that the sole departing line for the Greenwich Railway trains only.

2024. Lord *Granville Somerset.*] Is this proposed or actually settled?—It is proposed.

2025. Lord *Sandon.*] Is this agreed to by the various companies?—It is under consideration by the various companies, and as far as it has been looked at with regard to the execution, it has been approved of, but no means have been devised of carrying it out.

2026. Mr. *Loch.*] Would that still make it necessary to cross the Greenwich?—We should not cross their departing line but their arriving line only.

2027. Then it would require a new station near London Bridge, in order to enable you to arrive at it?—An extension of the present station would be sufficient; the Croydon Company have an area of four acres, and that having a double floor, is equal to an area of eight acres.

2028. Mr. *Henry Baring.*] Would you put this additional line on the north or south?—On the north side.

2029. Lord *Sandon.*] What do you mean by a double floor?—A double area; the level of the railway is above the streets, consequently they have a considerable space below.—(*Mr. Tyndale.*) London Bridge is raised above the natural elevation, and we have therefore the ground above and the ground below, both being accessible to carriages.

2030. Lord *Granville Somerset.*] But how are you to get the carriages from the lower floor to the higher, or from the higher to the lower?—Railway carriages we cannot.

2031. You would hoist the passengers up from the lower floor to the higher?—They might walk up stairs, as they do on the Liverpool and Manchester.

2032. Then if you wanted to carry the postchaise itself in which the passengers came, you would take them on the upper area?—Yes.

2033. Mr. *Henry Baring.*] This additional line will not obviate the danger and difficulty of crossing the Greenwich Railway at the point of crossing?—If there is any danger or difficulty, certainly not.

2034. Mr. *Loch.*] You stated that you would make the departing station of the Greenwich next the river?—Yes.

2035. Then the third line you would make an extension of the present station?—(*Mr. Yates.*) No, on the north side of the line still.

2036. That would cross the arrival line of the Greenwich?—We should have to cross it with the Dover or Brighton traffic.

2037. Lord *Granville Somerset.*] You have an arrangement with the Brighton Company to go on part of their line?—Yes, one which is pending in Parliament, subject to the approbation of Parliament.

2038. If that is carried into effect, you have ten miles to go upon that?—(*Mr. Tyndale.*) We call it our own, we purchased it with our property.

2039. You do not then go over the Brighton line?—Yes; the two are identical; it is in consequence of the division of the two; one half belongs to the Brighton, the other to the Dover. We mutually run over each other's line.

2040. You divide five and five of the ten miles?—Yes.

2041. In regard to the five miles that belong to the one company, would that company have the power of making such rules and regulations as it might think fit?—We have asked for powers to do so in the present Bill.

2042. You have not them at present?—No; because as the law stands at this moment, we have an authority to purchase the whole. If that was purchased we should have all the powers incident to it; but when we have the half, the law would not apply to that, and therefore we seek for the same power as to that half.

2043. If you purchased the whole, you would have the complete control over that line of road, so as to preclude the Brighton from it?—We cannot preclude the Brighton from running upon it.

2044. They could come on as common carriers?—Yes.

2045. But so far as all your bye-laws and regulations go, the Brighton Company would be under your authority?—Yes.

2046. What is now proposed is, that you should have half of that ten miles, and

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then you would have the authority over that half, and they would have the authority over the other half?—Yes.

2047. Mr. *Loch*.] In what way do you mean to have any check over the Croydon Company, in the regulations which they lay down for the government of their own passengers?—Only so far as their own interest may act upon them; the tolls received from our running on their line would be greater, probably, than their own.

2048. If they found it more to their advantage to look principally to their own passengers, you would be at their mercy?—Yes.

2049. Lord *Granville Somerset*.] If anything happened, by which the passengers, and goods, and so forth, from Brighton, were much more numerous than from Dover, take, for instance, a time of war, or any circumstance interrupting the communication with the Continent, would they or would they not have the power of giving an advantage to the Brighton Company, and subjecting you to inconvenience?—Yes.

2050. Mr. *Freshfield*.] But in that case, you would be a check upon the Brighton, by refusing them the accommodation they would require of you?—Yes; we could stop them upon those five miles.

2051. Lord *Granville Somerset*.] Then on the other hand, if you and the Brighton squabble, they may stop you upon five miles, and you may stop them upon the other five miles?—Yes.

2052. And the Croydon might do this without your being able to establish a legal quarrel with the Brighton?—Yes; but if we felt that the Brighton had been taking underhand steps to get this advantage over us, we should probably in some way retaliate.

2053. Mr. *H. Baring*.] How far from London does your independent line begin?—(*Mr. Yates*.) Twenty-one miles, under the Bill now before Parliament.

2054. And you have never contemplated having a separate terminus?—(*Mr. Tyndale*.) Yes, we have contemplated the possibility of a separate terminus, and there is a good line marked out for a separate terminus both for the Dover and the Brighton, but it is rather expensive, inasmuch as it comes so far into London. We propose to terminate at the Elephant and Castle, on the other side of the bridge; there could not be a better spot for all parts of the metropolis, and the roads would go off with a good gradient to all parts of town.

2055. You would not touch the Croydon line in that case?—We should cross the Croydon at a level high enough for all the carriages to pass over us, but the Croydon do not like that; they would rather that no such Parliamentary line was given.

2056. Mr. *Loch*.] Have you formed any of your contracts?—We have now five contracts in execution.

2057. How have they turned out, as regards your estimate?—They are all beneath the estimate.

2058. Who is the engineer?—Mr. William Cubitt.

2059. What has been the case with regard to the purchase of land?—It has been as little expensive upon our line as any line that you could name; the average has not exceeded between 80 *l.* and 90 *l.* an acre.—(*Mr. Yates*.) The estimate was 120 *l.* an acre.

2060. Mr. *Loch*.] Then you are within the estimate?—(*Mr. Tyndale*.) Yes.

2061. Have you had to go to a jury in any instance?—Six or seven times.

2062. Was that after the landowners had refused the offer you had made them?—Yes.

2063. Were the jury nearer to your offer or their demand?—To ours in every instance; one was a remarkable case, because it occurred upon the very shore at Dover, where the terminus is at this moment; it was the purchase of a public-house, called the "Mulberry Tree;" the man had a lease for only a few years, he had 13 years to run; there was a little garden and a small wooden-house, and he asked 3,200 *l.*, and the jury gave 903 *l.*

2064. Lord *Granville Somerset*.] You have the power of making bye-laws, have you not?—Yes.

2065. Without being subject to any supervision?—Yes.

2066. Only that they shall not be inconsistent with the law of the land?—Yes.

2067. Mr.

2067. Mr. *H. Baring*.] When do you contemplate the possibility of opening any portion of your line?—That is a question that I would rather not answer, because I do not know how I can form any data upon anything which I have before me, but I should suppose, that if we could get all the money, we might open it in the spring of 1841.

2068. Lord *Granville Somerset*.] You are making some large works, are you not?—There is an immense work going forward at this moment at Dover, and has been going on for some time past; but your Lordship is aware that in these kind of works it is impossible, from the surface which is exposed to the operation of the workmen, to have many men employed at it; and in works of that kind it must be well done, in order to enable it to stand; but it is going on exceedingly satisfactorily to us.

2069. And not at a greater expense than you contemplated?—Certainly not.

2070. Was your company opposed formerly by an intended company that was to carry a railroad along the line of the Thames?—Yes; there was a company that was called the North Kent line, and another the Central Kent; the North Kent died, and the Central has contrived to keep alive. It has been in communication with us with a view to join us, and of course we shall be happy to receive any assistance they can give us.

2071. The North Kent line was put forward very strenuously by the Greenwich, was it not?—(*Mr. Yates.*) They were the first origin of that company; the engineer and secretary of that company were originally the engineer and secretary of the North Kent.—(*Mr. Tyndale.*) When the South-Eastern projected a line, they searched the county through; they had projected a line through Gravesend, Rochester, Maidstone, and so on, through the largest towns in the county; but they found that line, as they thought, quite impracticable, inasmuch as there would be an enormous cutting at Rochester, or they would be obliged to go over the Medway at a very high elevation; and then the railway must be carried upon arches built upon the foundation of the present bridge; and also it was a roundabout way, and they thought it was too expensive, and presented works of such magnitude, that it ought not to be adopted. Then there was a third line, going from the end of the Greenwich to Tonbridge, and so on, and dropping into the South-Eastern line, somewhere about Tonbridge.

2072. Did it cost your company much to oppose those?—It cost something, but I do not know that it was anything very large.

2073. You did not at all interfere in the squabble between the Brighton lines?—Not collectively as the Dover Company.

2074. It did not cost you any money?—No.

2075. You did not support one line in preference to the other?—No, we favoured the South-Eastern line because it was all to our advantage, and perhaps if we had interfered, it would have been better for the Dover Company, inasmuch as they might have protected their own interests better than they have been protected by that clause which has been put into the Brighton Act.

2076. Did you say that your engineer had regularly reported upon the expediency of this third line at the terminus of the Greenwich Railroad?—(*Mr. Yates.*) He has never made any formal report upon the subject, but the plan has been submitted to the directors.

2077. But it has never been communicated to the proprietors?—No.—(*Mr. Tyndale.*) I think a plan and a section was laid before the board, with an estimate.

2078. Mr. *Loch*.] Are you limited as to the size of your bridges across highways?—(*Mr. Yates.*) Yes; we are governed by the Act of Parliament. In turnpike-roads it is 18 feet, and highways 15 or 16.

2079. That was an arrangement made by the trustees?—The farmers of the county of Kent send up very lofty loads of hops, and the trustees felt that they were under the necessity of protecting the farmers and hop-growers by having as much height as possible.

2080. What is the span?—We are not limited as to span.

2081. What is general span of the bridges across the turnpike-roads?—We have not made any contract for a bridge across a turnpike-road; there are two in pre-

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paration, one at Folkestone, and the other at Tonbridge.—(*Mr. Tyndale.*) Our Dover line crosses very few turnpike-roads; in fact, it is a misfortune of the line that it is made in a part of the country so remote from the turnpike-roads that nobody sees it.

2082. Have you made great progress in the works?—I hope we have, a progress sufficient under all the circumstances.

2083. Lord *Granville Somerset.*] What is your gradient?—Twenty feet a mile.

2084. Mr. *Thornely.*] What is the present price of your shares in the market?—I do not know; it is something very low.

2085. Mr. *Loch.*] If any person was to pay up the whole amount of his shares, have you any power of allowing interest?—(*Mr. Yates.*) A discount of four per cent.

2086. Have any persons availed themselves of it?—No; it is seldom when so small an amount is paid up, that persons do avail themselves of it.

2087. Mr. *Freshfield.*] Are your shares transferred by entries in your books, or by distinct deeds?—They must be transferred by law by a distinct deed, and then registered in the book.

2088. Your Act of Parliament requires that?—Yes.

2089. Have you any reason to know whether when a share or shares are transferred, the transfers are sometimes executed in blank?—Repeatedly.

2090. And after having been executed in blank, the blank transfer passes from hand to hand?—Yes, to a very great extent.

2091. Without paying any new duty, and without reference to the actual price paid; the duty is paid according to the price paid in the first transfer?—Yes.

2092. Will you mention anything that has occurred to you upon that subject?—The difficulty I have felt is this; the purchaser of a railway share holds the transfer in his possession so long as it suits his convenience; the seller of that share, having no means of compelling the purchaser to register the share, is always liable for the payment of the calls; and if he were to pay them, he has no means of repossessing himself of this share.

2093. Is it not also disadvantageous to the company that they should have to call upon a person for his calls who is unwilling to pay them?—It is the greatest annoyance to remind persons of calls upon shares which they do not possess, having executed a deed which deprives them of all interest in them. It occurred to me that it would be prudent if some measure were adopted limiting the period at which transfers should be executed. I would suggest that in three months the transfer should be registered, and if not registered, the transfer should be of non-effect, and the share revert to the party originally holding it.

2094. Are you not aware that in some companies no transfer can be made but by the act of the company?—I do not know a single joint-stock company possessing that power, except the Bank of England.

2095. You consider that it would be a great advantage that the transfer should be in the books of the company?—Yes.

2096. Would you recommend that that transfer in each case should be subject to duty?—To a small amount.

2097. Lord *Sandon.*] Why would you allow so long a period as three months to elapse?—Shares being frequently held through the instrumentality of an agent, he may not be always enabled to meet with his principal in a less time than that, besides three months is the period during which, under most Acts, a forfeiture may be made from the date of the call.

2098. The call could not be more distant than three months?—Three months must elapse after the call is due, before you can proceed to forfeit or to sue.

Martis, 7° die Maii, 1839.

MEMBERS PRESENT.

Mr. H. Baring.	Lord Seymour.
Mr. Freshfield.	Lord Granville Somerset.
Mr. Greene.	Mr. Thornely.
Mr. C. S. Lefevre.	Sir Harry Verney.
Mr. Loch.	Mr. Ward.
Sir Robert Peel.	

LORD SEYMOUR, IN THE CHAIR.

Henry Bosanquet, Esq., and Mr. *Richard Hall*, called in; and Examined.

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2099. *Chairman.*] YOU are the Chairman of the Eastern Counties Railway?—I am.

2100. (*To Mr. Hall.*) You are the Secretary?—I am the Manager of the company.

2101. You have only one Act for the purpose of making the railway?—(*Mr. Bosanquet.*) We have one Act for making the railway, which was granted upon the 4th of July 1836, and a subsequent Act to enlarge the powers for taking the land, which was granted in 1838.

2102. Lord *G. Somerset.*] What was the object of the amended Act?—Merely to give further time for taking the land.

2103. Nothing connected with pecuniary resources?—No, excepting altering the power to borrow.

2104. *Chairman.*] What is the amount of capital that you were empowered to raise under the first Act?—The amount of capital was 1,600,000 *l.*, with a power to borrow 533,000*l.*

2105. Mr. *Thornely.*] What was the amount of shares under the original Act?—Sixty-four thousand, of 25 *l.* each.

2106. Did your power of borrowing begin when you paid up 50 per cent.?—I think the words of the original power are, "if it shall not appear sufficient to a general meeting," or words to that effect, which is varied by the subsequent Act, and power is given to borrow so soon as the moiety of 1,600,000 *l.* be paid up, namely, 800,000 *l.*

2106*. What calls have you made under your original Act towards the 1,600,000*l.* which you were authorized to raise?—Altogether we have called up 16*l.* upon the original 25*l.* shares; that would be about 64 per cent. upon the capital.

2107. On what part of the 64,000 shares have the calls of 16 *l.* been made?—Those are figures which I think Mr. Hall can better speak to.—(*Mr. Hall.*) 60,231 shares.

2108. With respect to the remaining 3,769 shares on which the calls have not been made, what do you propose to do?—I fancy that the directors hold those in trust for the company, to be appropriated or sold at some future date.

2109. Mr. *Freshfield.*] Were those never subscribed for?—A portion of them were subscribed for, but 2,000 or nearly 2,000 were bought by the company under the powers of the Act of Parliament.

2110. Lord *Granville Somerset.*] What was the object of the purchase of those 2,000 shares by the company?—I think it was to relieve the market of some needy shareholders who were not thought to be able to pay the calls.—(*Mr. Bosanquet.*) They were 25*l.* shares, and at the time it was very much discussed; there was a great unwillingness to have resort to the measure, though the power under the Act to do it is complete; but, as far as I recollect, it was done after great consideration, with a view of relieving the market of about 2,000 of those 25*l.* shares, which we considered had got into very bad hands.

2111. Had the shareholders of any of those 2,000 shares that the company bought, paid any instalment at all?—Merely the first deposit, I think.

2112. What was the first deposit?—£. 1.—(*Mr. Hall.*) Some few had paid the second.

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2113. What was the second?—£. 1 ; the deposit was 1 *l.* and the first call 1 *l.*

2114. Was that call made before you obtained your Act?—(*Mr. Bosanquet.*) No, the deposit only.

2115. And your deposit after that was 1 *l.*?—Yes, I think the number of shares the company bought was about 1,700, not 2,000.

2116. When you make the other calls, in what way do you pay up the calls upon those shares; in what way is that sum stated in your accounts?—As so much assets of the company.

2117. Do you keep an account with respect to those shares as against the company generally?—(*Mr. Hall.*) I think in the balance sheet only 60,231, not the 64,000 shares, are stated to be called upon; the remainder are in abeyance.

2118. Upon 60,231 shares you have calls to the amount of 16 *l.* a share, have you not?—Yes.

2119. Then with regard to the 1,700 or the 2,000 which the company have bought, and upon which you state that calls to the amount of 1 *l.* or 2 *l.* have been paid, have you or not made any call upon those?—No.

2120. Then, in fact, you merge those shares in the general assets of the Company?—(*Mr. Bosanquet.*) Under the power, which is very ample in the Act, we may either vest what we buy in the secretary, as the trustee for the company, or merge it, and destroy so much of our capital; and we have not merged it, but the secretary still holds those shares in trust for the company.

2121. Your shares were 25 *l.* a piece?—Yes.

2122. How much per share was to be paid up before you could begin to borrow?—Under the original Act, the whole must be paid up ; but under the new Act, which we obtained last year, the words are, that we can borrow "when and so soon as one moiety," or rather, in specific terms, when 800,000 *l.* of the original 1,600,000 *l.* is paid.

2123. Then, whether or not the calls are made upon those shares which are not paid up, provided the whole capital paid up is 800,000 *l.*, you are enabled to borrow?—I conceive so, legally and morally. Under the last Act, I conceive that when and so soon as 800,000 *l.* are paid up as the condition of borrowing, we can then borrow, legally and morally.

2124. Mr. *Freshfield.*] If those shares had not been bought by the company, the 2,000 shares ought, when the whole is paid up, to have produced 50,000 *l.* sterling?—Yes.

2125. Then you ought to have had 50,000 *l.* to lay out upon your undertaking, supposing those shares had been subscribed for and had continued to be held?—If they had continued to be held by responsible persons, if there had been no power under the Act to buy, it would have been as you say.

2126. Now by this arrangement, so far from having this 50,000 *l.* to lay out, you have to take from the other assets of the company to make those very payments ; the 50,000 *l.* is not productive for the purpose of the undertaking?—No, it is dead to a certain degree ; those shares are to a certain degree dead, because they are in trust with the secretary, and the calls have not been paid upon those shares.

2127. But in your account it would appear that 50 per cent. had been paid upon those 2,000 shares, and you borrow accordingly?—No, I think not; the moment 800,000 *l.* sterling has passed through our banker's hands, I conceive that then we shall morally and legally be able to borrow, no matter where that 800,000 *l.* comes from.

2128. Mr. *Greene.*] Have you not the power of re-issuing those shares?—Clearly.

2129. If it would be profitable to the company to sell those shares in the market, you might raise the whole sum represented by the shares for the benefit of the company?—Yes, they are merely held in trust ; we have taken care never to merge them.

2130. Or you might borrow money upon that security?—Yes ; I think they are so much property. I again repeat, that it was not done with a view of any rise in the market, or anything of that kind, but from the inevitable necessity of the times, and with a view, as the Manager has very properly stated, of getting rid of some needy shareholders.

2131. The shares are perfectly available to the company?—Yes.

2132. To use them in any way the company may think fit?—Yes.

2133. Mr. *Thornely.*] Have you availed yourself of the power to borrow?—That has been under the consideration of the board a great deal; and following the

the precedents of other companies, who had a similar clause to our own in their Acts, we issued an advertisement with a view to borrow; but finding that there was morally some difficulty in it, we put an end to the advertisement: we received an application with respect to 1,000*l.*, or something of that kind, and another sum of 500*l.*, and not having the 800,000*l.* exactly paid up, though we had called to the amount of 960,000*l.*, we stopped it altogether till we should have actually received 800,000*l.*

2134. From your previous statement, I thought you had paid up to a much larger amount than 800,000*l.*?—No; we have called up to an amount equal to 16*l.* upon the 25*l.*, which will be about 64 per cent.; but the clause being that the raising of money shall be so soon as the 800,000*l.* shall be paid, when parties have come to us we have told them, "if you want to lend 500*l.* or 1,000*l.*, if you take a bond you must take it with the understanding that the 800,000*l.* are not yet paid up;" but even that we have stopped altogether, because we have made a fresh call, and in a very short time we shall have the whole 800,000*l.* paid up.

2135. Of 16*l.* per share, which you called for to be paid up, how much has been actually paid?—(*Mr. Hall.*) £. 697,000.

2136. What are the several calls that you have made from the beginning of your concern?—The first was a 1*l.* call, the second a 1*l.* call, the third 2*l.*, the fourth 2*l.* 10*s.*, the fifth 2*l.* 10*s.*, the sixth 3*l.* and the seventh, due a few days since, only 3*l.*, making altogether 16*l.* with the deposit.

2137. Mr. *Greene.*] Then there was a deposit and two 1*l.* calls?—Yes; we made the first call after the Act of Parliament was obtained; the deposit was before.

2138. Mr. *Thornely.*] Can you state the exact sum upon which the payment of 13*l.* has been made?—£. 657,000.

2139. How many shares would that be upon?—I can scarcely give it in that way, as there were a few defaulters on the first call, a few on the second, and so on.—(*Mr. Bosanquet.*) The defaulters increased upon the late calls.

2140. How much have you received upon the last call of 3*l.*, and when was it due.—(*Mr. Hall.*) It was due on the 29th of April, and we have received 38,295*l.*

2141. How much remains due to you upon the previous calls of 13*l.*?—£. 129,657.

2142. What course do the directors propose taking with respect to the holders of shares who are defaulters to the amount of 129,657*l.*?—(*Mr. Bosanquet.*) That is one of the most difficult things we have had to deal with, because on the one hand we have been very wishful to protect the man who actually pays up to the day, and on the other hand not to force too much the party who does not pay; but at last, in justice to the first party, we have found it absolutely necessary to have recourse to forcible means under the Act of Parliament as to defaulters, which, as you are aware, are twofold; the one is a power to sue, the other is a power to forfeit the shares; and we have preferred, after a great many considerations, the former course. We have first of all written letters to the parties, and subsequently, I do not say that we have actually sued them; we have never been into court yet; but as far as peremptory letters go, and even a writ itself, we have had recourse to those measures, taking care in the first instance to ascertain that the parties are able to pay, and that they hold out with a view to speculative purposes.

2143. Mr. *Freshfield.*] Do you always find that the persons to whom you write, continue to be shareholders, or that they have in any instances sold their shares?—That is a very great difficulty under which we labour; the only party we can recognize is the party whose name stands upon our books as the registered proprietor; we will call him *A. B.*; suppose he held 100 shares; a year ago, or somewhere about that time, he sold 50 of his shares to *C. D.*; *C. D.* does not come in to register, we can only look to *A. B.*, and write him a letter; *A. B.* writes a letter immediately on its receipt, crying out against the company and its officers; whereas we have no power to bring in *C. D.*, and it is the fault of the broker or the party who does not get the purchaser to come in and register, and who parts with either of two things, or both, without reasonable care; he either parts with his certificates, which are the symbols of the property, or he signs the deed to the purchaser without seeing the broker or purchaser come in and register.

2144. Have you not met with instances in which those certificates have passed from hand to hand, so that it is not simply one transaction between the original proprietor and the buyer, but transfers going on from one to another?—Yes, that has been so; that renders it much more difficult.

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2145. You allow transfers of your shares by separate deeds; you do not require that each transfer should be entered in your books?—Yes, but they get spread out and ramified in different ways, especially the 25 *l.* shares, which give us great trouble.

2146. As a company, do not you feel inconvenience from this proceeding, inasmuch as you do not know who are the actual shareholders?—Indeed we do, and not only that, but we are brought into a great deal of correspondence, which is very onerous upon the officers of the company, and gives us a bad character where we do not deserve it.

2147. Have you ever been pressed by shareholders to forfeit their shares, to save them the trouble of being called upon?—Yes.

2148. Mr. *Thornely.*] You have stated, that upon the last call of 3 *l.* a share, due on the 29th of April, you received 38,295 *l.*, what is the amount remaining unpaid up upon that last call?—(*Mr. Hall.*) About 140,000 *l.*, but we have a great many shares in the country, and have not the returns up to the present time; we have the returns only to Saturday last.

2149. Are the calls upon those country shares occasionally paid into the hands of the country bankers?—Always.

2150. Otherwise it would appear that your company divides its shares into 64,000, upon which you only receive, upon the first call, 12,765 shares, leaving 51,230 unpaid?—Up to last night, in fact this morning, we have had some remittances and some returns, which would increase this amount, and there are 4,000 of those shares which we do not call upon.

2151. Lord *Granville Somerset.*] Why not?—They are partly remaining in the secretary's name in trust for the company, and partly unissued.

2152. Mr. *Lefevre.*] Have 60,000 been issued?—Sixty thousand two hundred and thirty-one.

2153. Lord *Granville Somerset.*] By the 60th section of 1 & 2 Victoria, c. 81, which was the last Act that was passed with regard to your railroad, you are empowered to borrow when one half of the capital is paid up?—(*Mr. Bosanquet.*) In the first Act, the power was to borrow when the whole amount was paid up; the second Act gave us the power to borrow when a moiety was paid up; therefore that second Act was a relief to us.

2154. But by your last Act you took the power of borrowing when half your capital, not *pro rata* of the shares, had been paid up; that is to say, when 800,000 *l.* were paid, whether it was by calls distributed equally over all the shares, or over one-third or three-fourths?—It was under the advice of the solicitor. I do not think we considered it one way or the other; we considered it a relief to have the power to borrow when we had paid the half instead of the whole.

2155. What was the particular motive that induced you to take the round moiety of your capital as the basis on which to borrow, instead of the moiety, *pro rata*, of your calls?—I can only answer the question in this way. I believe the Parliamentary solicitor advised us, that that was the only clause which Lord Shaftesbury would allow, and therefore we put it in sterling money instead of *pro rata.*

2156. That was the only reason?—It was.

2157. You took those shares upon which a small instalment had been paid into your own keeping, because you wished to get rid of a bad class of shareholders?—Yes, exactly so.

2158. Can you state what proportion of your shares are held by persons connected with the line of country, or with the termini of your railroad; not by parties putting their money into the concern simply as an investment?—I think, as far as I recollect, in the counties of Norfolk and Suffolk, there are between 400 and 500 shares held, and in Lancashire and those counties nearer 40,000 than 30,000.

2159. Then, when you talk of country shares, do you mean those shares that are held by persons connected with the three counties through which you immediately pass, Essex, Norfolk, and Suffolk, or do you mean by country shares, those held by persons in the north?—I mean by country shares, those shares which are held first of all in Norfolk and Suffolk; the other country shares I should style the Essex shares; they are numerous; the Middlesex shares are more numerous still; but the great bulk of the shares is held by persons in Lancashire, and the great bulk of the money has been paid from Lancashire; not only are the shares held, but the receipts have come from the Lancashire districts, and they are better paid up than the others.

2160. When you talk of the country shares not being paid up, do you mean the

the shares belonging to individuals in the counties of Norfolk, Suffolk, Essex, and Middlesex, or do you mean the Manchester and Northern shares?—I should not make use of the expression, better paid up, but, better held; the greater proportion are held in Lancashire, to the amount of between 30,000 and 40,000; close to 40,000. I should say, that the number of shares held in Norfolk and Essex are probably 1,000 in Essex, and between 400 and 500 in Norfolk and Suffolk.

2161. You stated that you had not heard from the country with regard to the last call; were those shares held by persons in the north included or not?—(*Mr. Hall.*) I call them all country banks out of London in our weekly balances.

2162. Whether they come from Lancashire or from any other county?—Yes.

2163. Mr. *Thornely.*] Then the greater part by far of the capital for the making of your railway is derived from Lancashire and the manufacturing districts?—(*Mr. Bosanquet.*) Most decidedly.

2164. Do you find the calls well paid up from that district?—Very well.

2165. When there is an arrear in the payment of the calls, do you charge interest upon it?—Always, to a sixpence, in justice to the parties who do pay regularly.

2166. So soon as you have raised 800,000*l.* in calls, you will be at liberty to take up money on a mortgage of your property?—Under an assignment of the personal property of the company to the party who lends the money, who holds the debenture which is required by the Act.

2167. Lord *Granville Somerset.*] What are the proposed termini of your railroad?—Ours is the only railway that comes to that part of London; we go between Bishopsgate-street Without and Shoreditch Church, at a place called Webb's-square; we pull down about a mile of wretched houses from there to the corner of a place called Cambridge-road, where we get near Whitechapel turnpike-gate, the entrance of the great eastern road.

2168. Mr. *Henry Baring.*] And through Spitalfields?—Yes, Bethnal-green and Spitalfields; we have bought all the houses there.

2169. Lord *Granville Somerset.*] You proceed then to Colchester?—Yes, by Stratford, passing Ilford, Romford, Ingatestone, Chelmsford, Witham, Kelvedon, Colchester, Ipswich, Norwich, and Great Yarmouth; that is our terminus.

2170. Who is your engineer?—Mr. John Braithwaite.

2171. How much of this work have you done?—I may say the whole from Cambridge-road to Romford is completed, with the exception of a very trifle; and beyond that we have very great works going on, embankments and so on, to Chelmsford, where we have just now completed a large purchase, and have taken possession of it, and are making bridges, and are getting the land there; and we have secured the whole of the land to Colchester, and beyond Colchester.

2172. Mr. *Henry Baring.*] You have secured the whole of the land from London to Colchester?—Yes, from the terminus at Bishopsgate-street.

2173. Lord *Granville Somerset.*] How much have you secured beyond Colchester?—Three or four miles.

2174. Hitherto, have you found your estimate as to land realized?—Decidedly not.

2175. Had you made private arrangements with the landowners before you obtained your Bill?—I cannot call them all arrangements, but whenever we made an arrangement with any parties, and told them we would give them three or five times the value of their property, we always fulfilled it

2176. But you did make an arrangement with certain proprietors of the land?—What you allude to was not an arrangement, it was an agreement, which contained the recital that another way could be shown us, and it assumed more the shape of penalty than of price.

2177. Have you got possession of that land to which that agreement alluded?—Yes, we have a power to take it now.

2178. Have you begun work upon it?—On a part of it, I believe.

2179. There have been proceedings in courts of law or equity, have there not?—There was one proceeding, an *ex parte* injunction. We were going on with it, but we could not get in time into the Court of Chancery with it; we had many affidavits.

2180. What was the result of it?—It was an *ex parte* injunction, which we moved to dissolve, and we had the power of appealing to the Lord Chancellor, and that appeal was in the course of proceeding with, and we had filed many affidavits, telling the facts upon our oaths; but we were at this time obliged to go for a new Act Parliament, because our compulsory powers would otherwise have been

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extinguished, and we could not get on in Parliament, and therefore we accorded to the agreement; we succumbed.

2181. In fact you have now possession of the lands?—We have.

2182. How far do you contemplate carrying your railroad eventually; have you got money under those two Acts which will enable you to carry the railroad from London to Great Yarmouth?—We are going on as fast as we possibly can; we shall go as far as the money will allow us.

2183. How far will it allow you to go?—I cannot tell, because it is an extremely difficult thing to say what the land will cost us; the engineer's estimates I might calculate upon with great accuracy; they have turned out, I may say, to be within the mark altogether; but the value of the land has been so much beyond what we estimated, that I cannot form an opinion.

2184. What amount did you allow in your estimate for land?—I think it was 150 *l.* or 200 *l.* an acre.

2185. Can you state what it was in the mass?—I can refer to it, and tell the Committee; but the land has no doubt cost a great deal more than was estimated. I think it was estimated at 200 *l.* an acre on the average, and on the average we have found it an immense deal more.

2186. How many acres did you expect to occupy by your railroad?—(*Mr. Hall.*) I think the estimate was for the whole 200,000 *l.*

2187. Did that include the houses that you were to take down?—(*Mr. Bosanquet.*) Yes; we took our estimates from eminent surveyors, who advised us what the value of the property would be.

2188. How much have you paid hitherto for land, up to the point to which you have arrived?—(*Mr. Hall.*) £. 371,000.

2189. Does that include penalty money, to which allusion has been made?—No, a great deal more has to be paid; and though an arrangement has been made for the land up to Colchester, some of it is not paid for yet.

2090. How much have you paid, or engaged to pay?—£. 650,000.

2191. Including penalty money?—Yes.

2192. How much was the penalty money?—(*Mr. Bosanquet.*) £. 120,000. in one case.—(*Mr. Hall.*) There was another case of 35,000 *l.*

2193. Lord *Granville Somerset.*] Taking away that 150,000 *l.*, you have either paid or engaged to pay about 400,000 *l.* more?—About 500,000 *l.*

2194. What was your estimate?—I cannot bear it in my mind, but I think 200,000 *l.*

2195. Have you gone half-way?—Hardly half-way.—(*Mr. Bosanquet.*) The penalties arose out of our being told that there were other ways of going where no opposition would be made, and there were several agreements which the provisional committee entered into to pay five or six times the actual worth of gentlemen's property on this immense length of 127 miles of railroad, for it is the longest railroad in England, and whenever those were made they were considered as honourable engagements, and invariably fulfilled; but those others to which you have alluded would have been disputed to the utmost by the company, because they did not come into that range of proceedings, if we could have disputed them, but we could not.

2196. Supposing you had not required the land, those penalties would not have been exacted?—The bonds assumed the form of price, with a recital in them, that another mode in which the railroad could go could be pointed out, for which an Act could be obtained in the following Session without opposition, and we were told that it would be a better line. The directors of the proposed company were informed that those arrangements were usual in other companies. To a certain degree both parties were morally wrong, as far as the Legislature went, namely, ourselves, who entered into the arrangement, and the party who assented to it, because we acted covertly against the Legislature; we did it on the understanding that there would be a better way.

2197. Do you expect to be obliged to pay this 35,000 *l.* to this landowner?—Certainly; we have engaged to pay it in a certain number of years; we cannot pay it at present; we have not the money; the payment extends over a term of six years. I should state, that the parties who signed the bond pledged their own private fortune if they touched the land, and I may say, that for a year and a half we did not put on the common seal, but took the liability upon ourselves personally, as we did not think that it came within the range of those contracts

to buy which we had made. We had a fortnight given us by the House of Commons to settle these penal sums, and we could not help ourselves; and it was then allowed to us by the parties to pay the money in a period extending over six years, and there it stands at present; so that we have to pay 18,000 *l.* a year, part being paid. We have paid 20,000 *l.*, and are going to pay another 10,000 *l.*

2198. In short it is a debt upon the company?—Yes.

2199. Mr. *Freshfield.*] You get land for it but pay interest?—Certainly, we pay no interest.

2200. What is the real value of the land?—I should say 20,000 *l.*; we go for seven miles through one nobleman's estate; it is bad land, but we do not go within about a mile of his house, and in very deep cutting; we do not hurt him; it is merely imaginary; I think I may say that.

2201. You pay an excessive sum for that land which you use?—We do.

2202. Lord *George Somerset.*] Out of your whole capital of 1,600,000 *l.*, and out of a loan of 533,333 *l.* you have entered into engagements, with regard to the land, of upwards of 600,000 *l.*?—Yes.

2203. And you have got so far as about four miles on the Norwich side of Colchester?—Not further than that; we have agreed for all the land between London and Colchester.

2204. What estimate have you made of the money that you will have to pay for land between Colchester and Great Yarmouth.—(*Mr. Hall.*) I think we never estimated the value of it; we are told that it is very low as compared with the other.

2205. Have you never taken any pains to ascertain how much you will pay for land between the point which you have described and Great Yarmouth.—(*Mr. Bosanquet.*) We shall pay a great deal less on the average. I think that calculation is made, and that we can let the Committee have it.

2206. In what way do you get to Great Yarmouth?—By Norwich.

2207. In what way through Norwich?—I think we leave Norwich to the left.

2208. Do you much interfere with the outskirts of Norwich, so far as building land is concerned?—No, I think not.

2209. You avoid that, so that you will not have any extra price in consequence of running close to Norwich?—No, I believe not.

2210. Have you any hopes, with your present capital and your present funds, of raising money, and finishing the railway as far as Norwich?—I do not think it would be right to say we could.

2211. What money have you spent upon contracts?—(*Mr. Hall.*) £. 300,000.

2212. Have you any other out now, about to be taken?—Yes; between Chelmsford and Colchester contracts are still to be taken.

2213. To what extent?—That is an engineering question I could not answer.

2214. Can you at all state, for the 300,000 *l.* already expended in contracts, how many miles of your railway will be opened?—(*Mr. Bosanquet.*) We hope to open from Cambridge-road, close by Mile-end turnpike-gate, to Romford.

2215. Not your last terminus?—No; that will be between Bishopsgate-street and Shoreditch, about a mile and a quarter farther. We did intend to have gone the whole way, and not have opened till we had got into Shoreditch, having got all the land, and having made contracts for the brick-work, for it is a viaduct the whole way, and we thought we had better put it off till that part was completed; but we found that that would occupy till October; the houses have been much more expensive than we thought, and there have been great difficulties with the tenants in so densely populous a district, therefore we propose opening the road from Mile-end to Romford about the third week in June, that is, six weeks from this time; the whole of the viaducts and bridges, which are very numerous, about 50 bridges, one over the Lea of 70 feet span, are finished, with the exception of a small embankment near Romford. We go the whole way from Cambridge-road to Romford, through an immensely populous district, having a great traffic.

2216. Have you any hopes of opening to Romford from your permanent terminus for 300,000 *l.*?—(*Mr. Hall.*) No; it will cost another 100,000 *l.*

2217. The question refers to engineering expenses?—The 300,000 *l.* have been expended between Mile-end and Romford, and in continuation of the works on to Chelmsford, and in addition to that sum, there will require 100,000 *l.* for the making of the viaduct between the temporary terminus and the one in Shoreditch.

2218. In addition to that, there will be a certain sum of money to be laid out for forming the station at the terminus?—There will.

2219. Can you state to the Committee to what amount you contemplate the

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engineering expenses; I mean by that the formation of the railroad and the bridges, and the station-houses, between Great Yarmouth and your terminus in Bishopsgate-street?—Yes, I think I have a document which will show that. I think our estimates will not carry us much beyond Colchester.

2220. Your present money resources will not carry you much beyond Colchester?—(*Mr. Bosanquet.*) I do not consider they are sufficient to carry us much beyond that place.

2221. Mr. *Shaw Lefevre.*] Is it not in contemplation to form a junction between the Northern and Eastern Railway and the Eastern Railway?—Yes.

2222. Where is that junction to take place?—About three miles and a half beyond the London terminus.

2223. Mr. *Henry Baring.*] The Mile-end terminus or the Shoreditch?—The Shoreditch.

2224. Mr. *Shaw Lefevre.*] Do you propose to have your railway from the terminus to that junction of sufficient width to admit of four lines?—(*Mr. Hall.*) Only for one portion; not for the whole three miles and a half.

2225. In the statement you made about your engineering expenses, you only calculate for a width of railway sufficient to make a double line of rails?—To a certain point, within a quarter of a mile of the London station.

2226. Mr. *Henry Baring.*] The first quarter of a mile?—Yes.

2227. Mr. *Shaw Lefevre.*] Then do I understand, that from the terminus which you propose to open very shortly at Mile-end the railway is already constructed?—It is constructed, within 100 yards, to Tredegar-square. The engines are running up now to Tredegar-square, and you can go on an engine from Tredegar-square to near Romford.

2228. Is that part of the line of sufficient width to enable you to have four lines?—No, a double line, not four lines.

2229. Mr. *Henry Baring.*] Do you think that two lines of rails will be sufficient after the junction with the Northern and Eastern Railroad?—Yes.

2230. Mr. *Shaw Lefevre.*] Do not you anticipate very considerable traffic from London to Romford, and all the adjoining villages and parishes?—We do.

2231. You will have trains constantly running from the London terminus to Romford and the villages adjoining?—I do not know what constantly means; it will be subject to arrangement.

2232. Very frequently?—Very frequently, certainly.

2233. Do you think it will be quite secure to the public to have only two lines of rails from the junction with the Northern and Eastern Railroad to the London terminus; do not you think there will be a chance of collision between the trains running on the Northern and Eastern Railroad and your railroad, between the point of junction and the London terminus, unless there are four lines of rails?—I do not think so; it is more an engineering question. If Mr. Braithwaite were here, he would, I think, say no.—(*Mr. Hall.*) I have seen a great deal of the working of railroads in the North, and I do not anticipate any difficulty.

2234. Lord *Granville Somerset.*] Have the Eastern Railway taken into consideration the danger likely to arise?—(*Mr. Bosanquet.*) Yes, we have.

2235. Have you had a report from the engineer?—(*Mr. Hall.*) We have had a verbal one; I do not know that the directors have had a written one.

2236. And is his report that no danger and no inconvenience is likely to result to the public from the Northern and Eastern Railway using your terminus?—He has gone further, and stated that with the Thames Haven Railway Company also joining us, there can be no inconvenience or danger.

2237. Do you contemplate that the Thames Haven Company should make use of your terminus?—(*Mr. Bosanquet.*) We did contemplate it, but certainly we must make arrangements then with reference to their coal; the only difficulty would be their coal traffic.

2238. Supposing you make a junction, whereabouts would they enter on your railroad?—They would come in at Romford.

2239. Then you would have your own traffic and the Northern and Eastern Company's traffic, and the Thames Haven Railway Company's traffic, all coming upon your railroad?—Yes.

2240. Still you contemplate only a double line of rails?—We are advised by our engineer that that will be quite sufficient.

2241. What was your calculation as to profit, when you first sought your Bill in Parliament; you divided your calculation as to profit into various distances; you took

took probably the calculation of profit as to Chelmsford and Colchester, and Norwich and Yarmouth, and so on?—Yes.

2242. What was your calculation of profit upon your capital of 1,600,000*l.* as to Great Yarmouth?—I forget exactly, it varied at different times; the statement was 22 per cent.

2243. Upon 1,600,000*l.*?—Yes.

2244. That was up to Great Yarmouth?—Yes.

2245. What profit did you contemplate up to Norwich?—I cannot answer that question; it is some time ago. I do not think the calculations were ever made in that way; I think the calculations were made on the assumption that the whole line was completed.

2246. You took 22 per cent. upon the whole line, and did not make any calculation of the intermediate branches?—I do not think we did; I think we made a calculation as to Chelmsford, but not in Parliament, for the satisfaction of the shareholders.

2247. In calculating the 22 per cent. on the whole line, you took the traffic collaterally between Norwich and London?—We took the whole traffic.

2248. And you took the calculation of coaches running on the different roads, either the Ipswich and Norwich road, or the Newmarket and Norwich road, for the basis of your prospective traffic?—No, I think if I recollect rightly, they were struck out by Mr. Harrison in consultation; we went upon the sole existing traffic, and doubled it.

2249. Between what points?—Between London and Great Yarmouth.

2250. You took both roads, did you not?—No, we had nothing to do with the Cambridge-road.

2251. You took the traffic that ran through Colchester and so on?—Yes, I think so; we had nothing to do with the other road in Parliament; I can answer that positively.

2252. Did you not divide your calculations of profit into different points along the road; taking the large towns, for instance?—No, we did not.

2253. Have you no means of furnishing the Committee with that information?—No.

2254. Did you pay many of your landowners by shares?—No, very few indeed; there was one case that we paid subsequently in shares.

2255. Mr. *Thornely.*] Were you obliged to go to a jury?—In a great number of cases we went to a jury.

2256. Did the sums which the jury gave generally exceed the offers which you had made by private contract?—They were almost all under them; we had remarkable instances of that; one man, after having kept us at bay for four months, asked 1,200*l.* and the jury gave him 10*l.*, and he lost his land, and his attorney's bill ate the 10*l.* up, I think.

2257. Mr. *Freshfield.*] What had you offered in that case?—We offered 20*l.*, and the jury gave him 10*l.*

2258. Mr. *Thornely.*] In all cases are the Committee to understand that the jury gave less sums than you had offered?—(*Mr. Hall.*) No, scarcely in all cases, in some few cases they put on a few pounds to cover costs.

2259. Lord *Granville Somerset.*] Generally speaking, they gave less than you offered?—(*Mr. Bosanquet.*) Yes.

2260. Mr. *H. Baring.*] Are you aware that a common terminus was originally contemplated for the Great Western and the London and Birmingham Railroads?—Yes, I am; it is in the preamble of the Act.

2261. Then are you aware, that before it was completed, they saw reason to abandon that?—Yes.

2262. They conceived that the difficulty of two great lines entering London by the same terminus would be such, that they abandoned it on that account?—I believe decidedly that that was not the reason.

2263. You never heard that stated as the reason?—No.

2264. Lord *Granville Somerset.*] How soon do you hope to form the line from Romford to Chelmsford?—Our engineer, the last time I saw him, stated a year and a half or two years; but it would depend on a variety of circumstances. Money is the great thing we want, and not only that, but we depend upon the weather with the embankments.

2265. Have you not a power under your Act, and even more stringently than in

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in other Acts, with regard to regulating carriages that are running upon your railroad that are not your own?—I believe we have.

2266. In addition to having the power of making bye-laws and regulations for persons using your railroad, have you the power of stating what sort of carriages, and the shape of the carriages that shall be used?—The general clause, I think.

2267. Under your 200th section of the first Act, it is stated, that no carriage shall pass upon your railroad "unless such carriage shall remain and be of such construction and in such state and condition as the rules and regulations of the company shall at any time require;" by that clause you have the power of forcing the same sort of carriages to travel upon the railroad as your own, if you think fit, have you not?—I apprehend we have.

2268. Do you know whether the Northern and Eastern Railroad is formed upon the same principle as yours?—I apprehend that they will be when they come upon us; they will come upon the same gauge; they will use our gauge, in short.

2269. Do you know whether they have made their railroad so as to have the same gauge?—No, I cannot tell. Our gauge is five feet.—(*Mr. Hall.*) The Northern and Eastern have width enough in their railway for our railway; I have seen it, and it is quite as wide as ours to all appearance.

2270. Do you know what the gauge of the Thames Haven Railway Company is?—No.

2271. Is it wider?—No; I think not.

2272. You never made the inquiry?—(*Mr. Bosanquet.*) No; we understand it is a mutual thing. If they come in upon us, they will use our gauge.

2273. Mr. *Thornely.*] The Northern Railway's are four feet eight inches and a half wide?—Yes.

2274. Yours is five feet?—Yes, ours is all laid down at five feet gauge; and of course, under the contract between us and the Northern and Eastern, they cannot come in upon us unless they use our gauge. The gauge of the London and Birmingham and the Grand Junction is four feet eight inches, but owing to reasons that Mr. Braithwaite has of his own, he has advised us to have a five feet gauge; and our railroad is laid down with a five feet gauge, that is five feet between the rails, and with a rail of 75lbs. to the yard; it is a remarkably strong rail, and with five feet of bearings.

2275. Mr. *Loch.*] Upon stone blocks or wooden sleepers?—On wooden sleepers, across the rail. The Great Western is seven feet.

2276. Mr. *Greene.*] Yours are not placed longitudinally?—No; they are transversely.

2277. At what distance?—Five feet.

2278. Lord *Granville Somerset.*] You pass a great many highways on a level, do you not?—No, not on a level; we pass a great many highways, I know, because the bridges are very numerous between here and Romford.

2279. You have not a communication of roads across the railroad on a level?—I think not; I have walked down 20 or 30 miles, and I have not seen them.

2280. Your belief is, that you do not cross any on a level?—We have given them a bridge at once, or commuted that bridge, which is the way the landowner does, and gets the money instead of his bridge, but I am not aware that we cross any roads on a level; certainly not.

2281. You have the power of making bye-laws and regulations upon your railroad, and the only check that is enacted with regard to those bye-laws is, their publication in a newspaper, is it not?—Yes, and on a board; the usual publicity.

2282. It says, "Provided all rules and regulations shall, before they have any effect as rules and regulations, be published once in some one newspaper in the said three counties; and such publication as aforesaid shall be deemed and taken to be sufficient notice"?—That is the statutable form, but we are going to work directly, as we open so soon, and we shall have a committee for the regulation of all those bye-laws, and shall endeavour to take all the good forms that have been adopted by the other companies.

2283. Would you have any objection to subject your bye-laws and regulations to some general supervision, such general supervision extending to all the other companies?—Not at all, if it was consented to by the other companies.

2284. Do not you think that, upon the whole, it would be as much for your interest as the interest of the public, that your general bye-laws and regulations should be assimilated, under some superintending power, to those of other railroad companies

companies engaged in the same traffic?—I should say, certainly; I see no harm in it; but what the superintending authority may be, is another question.

2285. It must be an impartial superintendence?—Certainly, and I should say that it should be one that should not interfere with the power of the directors, granted under their Act of Parliament, but should only exercise a control if they make an improper bye-law.

2286. What you would say is this, that the superintending authority should not have the power of enacting bye-laws, but should have the power of disallowing bye-laws?—I should say that the superintending power, if there were one, should not interfere with the proper duties of the directors under the Act of Parliament; but if they made an improper bye-law, then that it might be cognizable by some tribunal.

2287. You would not object to a power being given to some competent tribunal to disallow your bye-laws if they were thought inexpedient?—Not if they were contrary to other bye-laws which were thought equitable and just, made by other companies.

2288. You see no objection to that power being given to some tribunal?—Speaking individually, I do not.

2289. Mr. *Loch*.] Have you concluded any arrangement with the Northern and Eastern Railway, as to your terminus, which is common to both?—We have entered into a preliminary arrangement, and I think one which will be mutually advantageous to both parties.

2290. With whom will the control of the terminus remain, with you or with the other company?—With us.

2291. So that they must arrange their trains according to those times that you think most fitted for your traffic?—I should say so, because otherwise there would be a want of unity; it is better to give it to one, and as we are the party to whom the line belongs, it is better we should have the superintendence.

2292. Where was their terminus to be till this arrangement was considered?—It was to be at Islington, where they would have to pull down a great number of houses and depopulate a dense district; they pay us a sum of money for the use of our line, and it is mutual to both parties.

2293. Are they to pay according to the number of passengers?—They are to pay for the accommodation they have; they are to pay for each passenger.

2294. What accommodation do you give them with respect to station and warehouses?—The use of our station and the use of our rails.

2295. Is there sufficient room to make another terminus in the event of the traffic of the two companies being too much for one?—The Northern and Eastern must get more land if it is required.—(*Mr. Hall.*) At present it is not necessary.

2296. But you have no means of giving them more accommodation than you have at present if they require it?—(*Mr. Bosanquet.*) No.

2297. You are not to have four pairs of rails to come into the terminus?—For a certain distance there will be four; what in the judgment of the two engineers will be thought expedient; that is to avoid any collision; five rails almost; we intend to have ample room for starting at the railroad, and for coming in.

2298. Will any of the traffic coming along the Northern and Eastern Company's line have to cross a portion of your rails to get to the terminus at which they must arrive?—No.

2299. They will not have to cross your line at all?—No.

2300. Mr. *Gordon*.] Are you bound under the terms of your agreement to afford to the Northern and Eastern Company all the accommodation that shall be deemed requisite by the engineers of the two companies?—I do not know what all may be; the agreement is a mutual agreement between the two parties, and we are now considering it together. I have my own view of it, and we are clear upon the point as to the accommodation we are to give them; but there is a clause in the agreement, in order to avoid any dispute hereafter, that if the two companies do not agree, for instance, if there is a little more required by them, or a little more required by us, that it shall be referred to the two engineers, with power to call in a third party.

2301. Is the whole operation then of accommodation referred to the two engineers of the company, with power to call in an umpire to settle what is the accommodation required by both companies?—The agreement speaks for itself; if there should be a difference of opinion between us as to the meaning of the agreement, which I

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do not see any reason for considering probable, it would then be referred to a third party.

2302. Under the Act, which the Northern and Eastern Company are soliciting in Parliament now, do they not obtain power by which you may purchase lands adjoining the terminus, for the mutual accommodation of the companies?—They obtain powers of paying for it: these are matters of agreement, and therefore I should not like to state exactly what it is without the agreement before me.

2303. Mr. *Henry Baring*.] You said that your railroad was to open in the course of the next month?—I hope so; I cannot tie myself down to a day.

2304. Are you aware when any portion of the Northern and Eastern Railway that is to join you is to open?—No, I am not.

2305. Mr. *Gordon*.] Are you bound to give the other company the advantage of your police and servants at the station, or do you each have separate police and stations?—I apprehend not; I do not think we are; police we should not quarrel about at all, I should think.

2306. But you are not aware whether that forms part of the agreement?—No.

2307. Mr. *Loch*.] To whom will the locomotive power belong?—It will belong to the respective companies; the Northern and Eastern finds its own locomotive power, and has, in fact, the easement and use of our rails, but under our control.

2308. Mr. *Freshfield*.] Will you allow them to use your water, or must they find it for themselves?—They will have to find it for themselves, I apprehend.

2309. Mr. *Loch*.] As to the starting of the trains, will that depend upon you or the other company?—That will depend upon us.

2310. Mr. *Thornely*.] Can you inform the Committee the price of your shares in the market upon 16*l.* paid up?—I cannot.

William Cubitt, Esq., called in; and Examined.

Wm. Cubitt, Esq.

2311. Mr. *Loch*.] HAVE you anything to do with the Croydon Railway?—I was called to inspect the Croydon Railway by a committee of the proprietors appointed to take into consideration the proceedings of the directors.

2312. *Chairman*.] You are not the engineer of the Croydon Railway?—I am not.

2313. You are engineer of the South-Eastern Railway?—I am.

2314. Mr. *Loch*.] The South-Eastern, and the Brighton, and the Croydon Railways are all to use the same terminus as the Greenwich?—At present they are all to terminate on the Greenwich Railway.

2315. Will there not be a considerable chance of interruption to the public, as well as danger, from so many railways ending in the same terminus?—I think there is a chance of it, without an unity of management.

2316. As it stands at present that management will be entirely vested in the Greenwich Company?—I suppose it will, but I am not sure whether the Croydon have not some control; the Croydon are building a separate station from the Greenwich altogether.

2317. But we have it in evidence that they are still to be entirely under the control of the Greenwich?—I was not aware of their agreement.

2318. Mr. *H. Baring*.] They have a separate station in Tooley-street?—Yes.

2319. Mr. *Loch*.] Do you happen to know at which side of the line the terminus now preparing for the Croydon Railway is?—On the north; the side next the river.

2320. Then the Croydon, and the South-Eastern, and the Brighton traffic will have to cross the Greenwich in order to reach the station that is laid down?—It will be so.

2321. Will that be attended with risk and danger?—I think the probability is of risk and danger, but the possibility is of having it worked without, with good management.

2322. Have you ever turned your attention to any mode by which that risk and danger may be avoided?—In a slight degree, I have.

2323. Have you made any report to the South-Eastern directors upon the subject?—No.

2324. Have you had any communication with them upon the subject?—We have merely talked it over; but the period at which we shall come upon that line is very remote, two or three years; the Croydon will come on the Greenwich railway in two or three months.

2325. Have you considered it sufficiently to enable you to suggest any mode of avoiding

avoiding that danger?—By changing the Greenwich Railway terminus to the north, and the other to the south, so as to have no crossing of the line by the Croydon trains.

2326. Mr. *Freshfield.*] Would you still use the Greenwich Railway as the trunk?—I should make four lines, and change the arrangement of the stations.

2327. *Chairman.*] Are you aware whether there is space to make four lines?—I believe the Greenwich have sufficient ground for four lines.

2328. Mr. *Henry Baring.*] As far as the point of separation goes?—Yes, and further.

2329. A mile and a half that would be?—Yes.

2330. Mr. *Greene.*] The whole is on arches?—Yes.

2331. It would require another set of arches to be made on the side of the existing arches?—Three lines might be made without another tier of arches, but the best way would be, to widen the present basement, and to make four lines of railway.

2332. Mr. *Freshfield.*] Would you propose that the South-Eastern and Croydon and Brighton should keep lines on the South side?—I should.

2333. Mr. *Henry Baring.*] Do not you think that still some danger would exist in three companies making use of the same lines of road?—There will always be some risk attending variety of management; if the whole thing were put under one good management, I think it would be very possible to carry all the traffic there will ever be upon those lines without danger.

2334. You think, therefore, that supposing three separate companies were to make use of the same trunk, still it would be absolutely necessary that that trunk should be under the direction of only one company as regards police, and all arrangements relative to the railroad?—Where the space is so restricted, as it is there; if there was ample room in point of space, so that the three separate companies could each have a line to their station, then it would be different.

2335. Mr. *Freshfield.*] Are you not of opinion that the danger is greatly increased by the shortness of the transit of the trunk?—I am. My opinion is, one line might be made to do all the Greenwich business, to start a train at both ends every twenty minutes or half an hour, and that would be a great improvement in the management of that line; the Greenwich now take light loads and start trains every quarter of an hour; now half an hour is ample time to allow for starting, both for the coming in and going out of the trains on the Greenwich line. It has frequently occurred to me, that if there was one line devoted to the Greenwich business, with a fork at each end for the coming in and going out trains, it would be better than the present arrangement.

2336. Mr. *Henry Baring.*] As the Greenwich Railroad have their two lines of rails made, and as the other companies only wish to make use of one mile of it, it is not likely that the Greenwich would sacrifice what they have already made?—All those things depend upon what they would get for it. If there is not some improved arrangement of that kind, I think the result must be an attempt to get another terminus near London.

2337. Mr. *Loch.*] Your opinion being that it would be attended with considerable risk to bring the traffic across the Greenwich line, as it is proposed to be done at present?—I do not think my answer went to that extent, very great risk; because with good management I think the risk very slight; but if each company is to manage its concerns at that point, then there is great risk.

2338. The trains on the Greenwich Railroad start every quarter of an hour?—So I understand.

2339. Then at certain times in the morning and evening, as far as the Brighton and Dover trains are concerned, there would be a considerable departure and arrival, would there not?—Yes.

2340. How would that be compatible with the crossing of the Greenwich line every quarter of an hour?—They could not do it; there must be a difference in the arrangement; they cannot start trains every quarter of an hour on the Greenwich, and be crossed by two other lines at the same time; their times of starting must be different, and their trains different, to carry a larger number of passengers.

2341. Then, in addition to that, the Croydon line must have frequent departures, in consequence of supplying the wants of the nearer neighbourhood to London?—Yes; I think not so often as the Greenwich; but if we look at the train working, the number of carriages attached to the engine is very small compared with

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with what it might take on such a level road as that; but I suppose they find it better, with the present arrangement, to go often with lighter loads.

2342. Can you calculate with perfect certainty the arrival of the most distant trains, and would they not be affected by the state of the wind and other circumstances?—There is no certainty within several minutes, under the best of circumstances.

2343. Could you bring it within several minutes, on a distance of 50 miles?—No, not with certainty, as we see daily on the Birmingham and Liverpool, and all those lines.

2344. Then that would increase the difficulty of crossing the Greenwich line?—Yes.

2345. And the mode that you would recommend, to avoid all those difficulties, would be, to transfer the Greenwich station to the side next the river, and give their present station to the Croydon?—Yes.

2346. Mr. *Henry Baring*.] But the same danger would equally apply to the Brighton and South-Eastern Railways entering the Croydon Railway?—In a degree it does, but they enter and not cross; that thing is pretty well understood, as regards a junction with a line; the Liverpool has four or five junctions with it, though it is only 36 miles long, and they find little difficulty with the junction, more at the stations.

2347. Mr. *Freshfield*.] The risk is greatly aggravated by the frequency of the trains, is it not?—The more frequent the trains, the greater the risk.

2348. You balance between possibility and probability?—I do.

2349. In holiday times, when the Greenwich Railway finds it necessary to send a train every five minutes, do you consider the risk very great?—It is; we tried to start the trains on the Dublin and Kingstown Railway every five minutes, and it was attended with very great difficulty, and required close attention on the part of the officers; but every station ought to be under one good management.

2350. Mr. *Loch*.] Has it ever been submitted to your consideration, on behalf of the company, whether another terminus in London would be beneficial?—Yes; I surveyed one; it was a suggestion of my own.

2351. Where?—I proposed making a station at the obelisk in St. George's Fields as the most central point, and equidistant from all the bridges; I had plans formed for it.

2352. Was that to be also for the Brighton line?—It could have been, but it was not proposed to be then.

2353. Was that a mode of getting rid of the difficulty relative to the present terminus at the Greenwich Railway?—It would lessen the number of carriages and trains coming there; but as far as the difficulty of trains coming to the station, that difficulty would still exist in a degree; it would not be an effectual cure.

2354. How do you cross the Brighton?—The Brighton and South-Eastern leave the Croydon Railway within about a mile of Croydon; my proposition was to go underneath the top of the inclined plane near Forest Hill.

2355. Then you would not interfere with the Croydon line?—No.

2356. Mr. *Henry Baring*.] That new terminus would be common to you and the Brighton?—Yes; at that time it was not in contemplation to unite the Brighton and South-Eastern upon the same line; we had a separate line by Oxted independent of the Brighton; that is now proposed to be given up; and then I surveyed a line to the Obelisk; but whether the Brighton leaves the Croydon, or whether the Brighton and South-Eastern both come into the same line of road, they could come direct to the Elephant and Castle, which is nearly the same point.

2357. *Chairman*.] Did you make any estimate of the probable expense of a separate terminus?—Between 500,000 *l.* and 600,000 *l.*, chiefly caused by the value of the property; we always have looked to another terminus in London other than the London-bridge one.

2358. Mr. *Henry Baring*.] Anticipating to a certain degree risk?—Of necessity.

2359. Mr. *Loch.*] Would not the risks you have already alluded to, be very much increased in the dark?—They would.

2360. In a dense fog still more?—Yes.

2361. Have you been lately upon the Greenwich line?—About three weeks since I went to inspect the Croydon works.

2362. There is a light-house building at the junction between the Croydon and the Greenwich, is there not?—There is one built.

2363. In your opinion will that be efficacious in the dark?—It will be useful in clear weather, and in fact they could not go on without one; but all trains should stop on arriving at the junction, I think.

2364. But in the dark could it be at all effectual?—In the dark it would be very useful.

2365. But in a thick fog how would it do?—In a thick fog lights of any kind are of little or no use; you want sound then.

2366. Mr. *Henry Baring.*] The Croydon anticipate opening very shortly?—They propose opening this month, but I suppose it will be about the 1st of June.

2367. Do you conceive that there will be much risk from their traffic and the Greenwich running upon the same line?—There always will be risk, and in proportion to the number of lines meeting in one point, and the management required at that point.

2368. Mr. *Greene.*] Have you seen the railway that goes north of the Grand Junction Railway?—Yes; I have been on the Grand Junction many times.

2369. You remember the point where the Grand Junction and the North Union cross the Manchester and Liverpool?—I do.

2370. Will there be more danger do you apprehend in this junction with the Greenwich, than there is at the junction of those railways at Newton?—Yes; in proportion to the number of trains, nothing more.

2371. The number of trains passing from Greenwich to London will be so much greater?—If they keep to the times they at present have, which I think they will not be able to do.

2372. Mr. *Henry Baring.*] You do not know how often the Croydon Company intend running?—No, I do not.

2373. Mr. *Loch.*] How have the contracts upon the South-Eastern answered to your estimates?—As far as we have gone, I have put the prices to the work we have let out; I have a great aversion to putting out what are called lumping sum contracts; I specify the works to be done in the district, and let them out; they are paid for by measurement, working under contract to do a certain quantity at those prices.

2374. Till the works are completed you have no opportunity of knowing how they will answer?—Yes; for instance, supposing the earth-work is calculated at 1 *s.* a yard, if I get it done at 10 *d.* or 9*d.* or 13 *d.*, I know whether I am respectively under or over the original estimate.

2375. That is, if there is not a greater quantity of earth used in the embankment than you estimate?—I do not know how to be safe the other way in that respect; because, if a contractor has undertaken more than he can perform, we generally find that he runs away, or does the work badly, and we have the inconvenience of having the work ill done; and now we have it well done; and it gives us an opportunity of changing the mode; for instance, I had some long cuttings at Tonbridge; we set the slopes at two to one; on getting into the work, I found the soil so good that I could leave it to stand at one to one without altering my contract. I could alter my arrangement, and save an immense deal of earth-work, and still be honest and fair with regard to the contractor, and save money with regard to the company.

Veneris, 31° *die Maii*, 1839.

MEMBERS PRESENT.

Mr. Baring.	Mr. James Loch.
Mr. Freshfield.	Mr. Thornely.
Sir James Graham.	Lord G. Somerset.
Mr. Greene.	Sir H. Verney.
Sir John Guest.	

JAMES LOCH, ESQ., IN THE CHAIR.

J. Baxendale, Esq.

Joseph Baxendale, Esq., called in; and Examined.

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2376. *Chairman.*] YOU are the Deputy-chairman of the South-Eastern Railway, are you not?—I am.

2377. Have you also lately undertaken the superintendence of the London and Birmingham Railway?—I have.

2378. Had you not at one time the management of the great carrying company, under the name of Pickford & Co.?—I had, for upwards of 20 years.

2379. Have you now ceased to have any charge in the management of that company?—Entirely; it is in the hands of my sons.

2380. Have you seen the Report that has been made by this Committee upon Railways, containing the examination of several gentlemen who were before the Committee?—I have.

2381. And have you read it with some care?—A good deal of care.

2382. Have you the regulation of the passenger department of the London and Birmingham Railway, as well as of the goods?—Entirely.

2383. Have you made any material alteration in the mode of carrying on the business, with reference to passengers, since you have had the superintendence?—Yes; it appeared to me that there was a very strong objection to separating the passengers and their luggage; I found that before I had taken the superintendence, complaints were made, and which complaints might very easily, by a little arrangement, be put a stop to; therefore the first step I took, after I had the management of the concern, was to permit the luggage and passengers to travel together through the station.

2384. Previously to your making that alteration the course was this, was it not, that the luggage was taken and put through one door, while the passenger paid his fare and went through another door?—It was so, through the same office.

2385. So that it might happen that the passenger never saw his luggage after he got into the station?—It was frequently the case.

2386. But now that separation does not take place?—No.

2387. Have you found that that answers your object in giving greater satisfaction to those who travel by the railway?—Yes.

2388. And it has been attended with no inconvenience to the railway?—No, the reverse; a considerable improvement will, I am sure, take place from it.

2389. There was a regulation also upon the London and Birmingham by which they endeavoured to limit their liabilities with respect to damage done to carriages; does that exist now?—I think not; that has been abandoned; it ought never to have existed; it is not a question that ought ever to have been entertained.

2390. There was a similar notice as to the liability that the company were subject to in carrying horses; does that exist now?—Yes; but I question whether the company would, except under very peculiar circumstances, press a matter of that kind.

2391. That would depend upon the circumstances of each peculiar case?—I think so; I should certainly so consider it.

2392. Have you made any other alteration with respect to the carriage of passengers that you think has been attended with convenience to the public?—There have

have been many minor alterations; but whether the public have reaped any considerable benefit, I can scarcely tell. After a change it requires a considerable time to ascertain what the effect is, but the public appear to me at present to be better satisfied; there are not the same complaints that we formerly had.

2393. As to the carriage of goods, you are aware that at one time there was a complaint that Pickford & Co. had some preference given to them, which other carriers had not?—There was.

2394. Have you read Mr. Glyn's evidence upon those points?—I have.

2395. Do you concur with him in the opinions he has given?—To the fullest extent. I consider that instead of there being any ground of complaint against the London and Birmingham Railway and Pickford & Co. for a monopoly, the public have the greatest reason to be extremely indebted to both parties. I quite admit that had it been carried beyond the period that it was, or beyond the present day, when they have the power of doing better things, it would have been an evil; but the public certainly reaped a benefit from it; it was so perfectly clear in the spring of last year that the Grand Junction Canal would be in that state before the end of the season, the rainy season having passed over, and the summer approaching, that I felt quite satisfied that unless some means could be adopted by the railway to remove the goods, the traffic of the country would be seriously impeded. The London and Birmingham Railway had not then contemplated preparing for carrying goods; but upon my pointing out what the state of the case would be, they agreed to establish such accommodation as would meet the case, and in the month of September the very thing that I had anticipated did take place; from that time until January the railway was made use of to a great extent; and had there been greater accommodation, of course the railway would have been open to a greater extent; but if the public had not had the advantage of the railway, much greater delay and inconvenience would have arisen. In the month of January the railway company gave notice that it was their intention to open the trade generally in the course of a short period, they having then in preparation certain sheds for carrying on the traffic of the country to a much greater extent, and that the moment they were ready they would be open to carriers generally. The moment that they were ready they were opened to the carriers generally, and are now in full operation, and are used by any carrier that chooses to apply.

2396. Then every carrier now, by bringing his goods to the London and Birmingham Railway, has his goods carried without any preference of one to the other?—Decidedly, to the utmost extent.

2397. Are the company themselves carriers?—No.

2398. Do they intend to become carriers?—Certainly not; they are upon a much sounder principle.

2399. Then it is your opinion that railroad companies ought not themselves to be carriers?—Decidedly so, and for this reason, that a railroad company, being a carrier, would necessarily crush a large body of small capitalists; it is quite out of the question that a railroad company can be carriers, and admit other carriers upon the line, without doing serious injury to those carriers. I think I can give you a case in point; a few months ago the Grand Junction Railway became carriers, and they, finding that they made little way, admitted a certain number of carriers, (Pickford & Co., for instance, were the first upon the line), upon condition that they did not charge less than a certain sum per cwt. for a variety of articles mentioned in a schedule. The company themselves being carriers, said, "We make a charge of 2*s.* a cwt., or 40*s.* a ton, for such a description of goods; we will admit you upon the line, but you must be bound, neither directly nor indirectly, to charge a less sum than we charge; we will allow a certain per-centage, be it 20 or 25 per cent., to pay your expenses, and to leave you a profit, that is to say, to pay the expenses of collecting the goods in Manchester or Liverpool, delivering the goods in Birmingham, and keeping the various accounts, and the risk of debt; and thus they regulate the rate of freight which the public pay. Now the mode adopted by the London and Birmingham, which company has had greater complaints made against it of monopoly than any other company, appears to me to be the only sound mode of proceeding; they act upon the same principle as the canals, only finding a larger capital for the benefit of the traders; the canal finds the waterway only; the London and Birmingham Railway finds the railway, the locomotive power, analogous to horse-power upon canals, and also the waggons, thus enabling the public to have the utmost possible competition; and by-the-bye, they not only find the railroad, the locomotive power, and the waggons, but they also find the stations

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or warehouses wherein to transact the business, so that it is not possible for a more liberal system to be adopted, or a system that will allow the small traders to compete, than the system of the London and Birmingham.

2400. As far as your knowledge goes, what effect have the two systems upon the carriage of goods upon the respective railroads, the Grand Junction and the London and Birmingham?—If you ask upon which line the greatest satisfaction is given, most assuredly on the London and Birmingham line to the carriers in general.

2401. What effect has the circumstance of the Grand Junction Company, being carriers themselves, had upon the existence of small carriers upon their line?—The small carriers have not come upon their line.

2402. Have any small carriers come upon the London and Birmingham line?—Yes, carriers that have only a single waggon a day; and many that have come upon it have only one or two or three waggons a week.

2403. What becomes of their goods when they arrive at Birmingham to be forwarded on to Liverpool or Manchester?—I do not think that the carriers upon the Grand Junction line would continue upon the Grand Junction line had they the power of moving upon another line; but as they have only the option of using the Grand Junction, or transferring the goods from the railway to the canal, the great carriers necessarily make use of the Grand Junction.

2404. Sir *John Guest.*] What do you mean by the expression, carriers coming upon the line; to what extent does that go; do you mean that they work their own engines?—No, they do not work their own engines; the engines are found by the respective companies.

2405. Then the expense paid for the use of the road of the locomotive power, of the waggons, and of the stations, is the same in the case of the Grand Junction and the London and Birmingham?—No; the London and Birmingham charge a certain sum per ton, and then leave the traders to compete amongst each other to convey goods at the lowest possible rate.

2406. Mr. *Freshfield.*] The competition between the carriers is, at how low a price they can carry goods, having regard to the charge made upon them by the company?—Yes.

2407. Sir *John Guest.*] Suppose a sum equal to three is charged upon each line for the railway, the locomotive power, the waggons and the stations, the whole charge being four, including every thing that the company charge, the only competition is in the one per cent.?—Yes.

2408. Then suppose the company were to carry the goods themselves, charging only a fair per-centage, would not the public pay a less sum than if it was left to those different carriers to charge as much as they could beyond the sum paid to the company?—I should think not.

2409. Would not the company carry all those goods for the different carriers cheaper than it can be done when there are four or five persons to manage it?—No, I think not; suppose, for instance, the Grand Junction take in goods at Manchester or Liverpool to bring to London; if they are to be carriers, they must carry not only over their own line, but over the London and Birmingham line; because a merchant would like to have his goods placed in the hands of one party, and not to have two parties to deal with between London and Liverpool.

2410. Would that not be the same as it is now with regard to the passengers; is there not an arrangement that you should take your passengers upon the Grand Junction?—Yes.

2411. Then the arrangement would be between the different companies, each company receiving a certain amount, according to the number of miles travelled?—Yes.

2412. Would it not be cheaper if in the hands of the company, who would have a larger quantity of work to do than by having different parties upon the line, one having four tons and another six tons to carry, and so on?—I should say it would be impracticable; I should say that the thing could not work.

2413. Will you state why it could not work?—The multitude of branches working into different lines would render it, in my view of the case, impracticable.

2414. The goods are always stored in the company's warehouse at each end of the line; each party brings his goods, and stores his goods there?—Yes; he brings and removes them.

2415. Suppose the company say we will undertake to deliver those goods at the different points, what would be the difficulty of the company taking that course, instead of each carrier keeping his own portion of goods separate?—There would be

be no difficulty in taking the goods; the great difficulty would be in the arrangements for removing and distributing those goods, because for 40 tons of goods the company would have perhaps several thousand entries to make, and several thousand deliveries in London, and several thousand deliveries in the respective towns that they went to.

2416. Would the company pay more if that was done under the superintendence of one person, than if it was done by four or five different carriers?—My view has always been that the public would pay less by having carriers.

2417. Is it not a principle that, if there is more work, you pay a less price?—I think if you were a carrier you would see the difficulty of such a scheme.

2418. *Chairman.*] Was the arrangement of the Grand Junction Railway Company made for the purpose of keeping up fares or lowering fares?—If those carriers who come upon that line were to reduce below the rate that the Grand Junction fixed, they would have interfered with the connexions of the Grand Junction.

2419. Therefore the Grand Junction being carriers rather has a tendency to keep prices up to the public than to lower prices to the public?—Decidedly so.

2420. Therefore, in point of fact, according to your view, both in your superintendence, and from what you have observed in the London and Birmingham, and from the reasoning you form, looking at the conduct of the Grand Junction, do you think individual carriers can deliver cheaper than a company can?—I do.

2421. Lord *G. Somerset.*] Is it not in the power of your company to be the exclusive carriers, in spite of any opposition which might be made to that?—I fancy it is.

2422. The public is entirely in their power, if they choose to become exclusive carriers?—Precisely; but I will state the decision that they came to; in fact, I may say distinctly, that the original arrangement made with me was intended to be for the carrying business alone, they to be the carriers; they abandoned that arrangement, or at least wished to abandon it, and I at once agreed to that, and took the entire superintendence of the line; but there is no reason why they should not, if at a future period they felt inclined to abandon their present position, become themselves carriers.

2423. And take up that less liberal system?—Yes.

2424. In fact, the public is entirely at the mercy of the directors of the London and Birmingham Railway Company upon this point?—Decidedly.

2425. You stated it was never their intention to be carriers?—It was their intention at one period.

2426. When?—Perhaps it might have been 12 months since.

2427. Not subsequently?—I think not, but it was much later than that that the arrangement was abandoned, as far as I am concerned.

2428. When did you undertake the duties of your present situation?—In the early part of March.

2429. March 1839?—Yes.

2430. Had you not some communication as early as the 18th of January, in reference to your present situation, with certain parties who applied for the convenience of carrying goods along the line?—Not in reference to my present situation; at that time an application was made to me as the superintendent of the carrying business, but not then as superintendent for the whole business.

2431. What is the difference between your present situation and that situation which you held on the 18th of January last?—At that time I had nothing to do with the railway, except in managing the carrying business for the company, that is, superintending and seeing that the respective carriers who came upon their line did their business properly both in London and Birmingham.

2432. Then at that moment you were responsible for the mode in which goods were conveyed along the line?—Yes.

2433. When did your connexion with Messrs. Pickford cease?—I should think before the present year my connexion with Pickford & Co. had been abandoned.

2434. What was the precise date of your abandoning your connexion with Pickford & Co.?—The 24th of November; I am now a partner in the house of Pickford & Co.

2435. You cannot state to the Committee when you ceased to have that superintendence

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intendence, which you stated you held for 20 years, in the management of the affairs of Pickford & Co.?—It was previous to Christmas.

2436–7. Was it after January?—Upon reference, it was in November.

2438. And being at that time superintendent for the Messrs. Pickford & Co., you were also superintendent of the carrying business on the Birmingham Railway?—No; the carrying business had not then commenced on the Birmingham Railway at all.

2439. When did the carrying business first commence on the Birmingham Railway?—On the 13th of April, generally for carriers.

2440. When was it that goods were first carried upon the railway for Messrs. Pickford & Co.?—In September.

2441. What distinction do you make between the carrying business carried on from the 13th of April, and goods being carried for Messrs. Pickford as early as September?—The warehouses belonging to the company were not in readiness till the month of April.

2442. Did you, or did you not, upon the Birmingham Railroad, convey goods for Messrs. Pickford as early as September last?—Yes.

2443. Did you convey goods for all parties who then were anxious to convey goods along your line?—Certainly not.

2444. What were the grounds which you stated to those parties who made the application as your reasons for not carrying goods indiscriminately for all parties?—When the application was first made, it was declined, on account of the impossibility of finding accommodation.

2445. How came Messrs. Pickford to have the advantage of their goods being carried upon the railroad at a time when you could not carry goods for other public carriers?—I have stated that an application was made to the company early in the year, in consequence of seeing the situation in which the Grand Junction Canal was; there was no other reason.

2446. What was the date of that application, and by whom was it made?—That application was made by myself, I think, in April 1838.

2447. By yourself, on behalf of Messrs. Pickford?—Yes.

2448. To whom was that made?—To the directors.

2449. What was the answer that was then given?—They did not see, in the first instance, that they should be able to do it; they stated that they had no accommodation.

2450. How soon was it intimated to Messrs. Pickford that their goods would be carried along the Birmingham line?—I do not recollect; I do not know that any communication took place further than this: it was shown where the warehouse upon the canal could be fixed, and then everything depended upon when the warehouse was finished, it was not finished till the month of September; but from the moment the application was made, supposing that the directors were a fortnight, or three weeks, or a month in coming to a decision, when they did come to a decision, the warehouse was ordered to be built.

2451. What was the date of the first conveyance of Messrs. Pickford's goods by the railroad?—In the month of September.

2452. Do you remember in what part of that month?—No; I should think about the middle of September.

2453. That was the time you became connected with the company as one of its officers?—No, I did not become an officer of the company till the month of March; if they had become carriers, I should then have been an officer of the company.

2454. Under what authority, or in what way, as connected with the company, did you write official letters on the 18th of January 1839?—When I wrote those letters, it was intended that I should be connected with the company in their carrying business; and perhaps I should make this distinction, that I never was a salaried officer of the company till March; I never received anything, and never had any engagement with the company, previously to March.

2455. Had you authority, on behalf of the company, to write certain letters, addressed to Mr. Robins, on the 18th of January?—Yes, I had.

2456. How was that authority given, if you were not an officer of the company?—I meant to say that I was not a salaried officer.

2457. When were you first a person in authority under the Birmingham Railway Company; was it in September or January, or March?—I do not think that any

any arrangement was made to constitute me as an officer at a salary till the month of March.

2458. You were not a person in authority under the London and Birmingham Company till the month of March last?—Not by any document or arrangement with the company, but I was making preparation to act for them when the carrying trade commenced.

2459. How came you, then, to carry on a correspondence with Mr. Robins in the month of January?—Under the intention of becoming an officer, when the contract or arrangement was carried into effect.

2460. Was the company bound by your correspondence upon that occasion or not?—I fancy the company would be.

2461. Then you had authority?—Of course I should have authority if that were the case.

2462. Do you recollect any application being made to Mr. Creed, the secretary, on account of the London Parcels' Delivery Company, by a gentleman named Collinson?—I think that must have been previous to March.

2463. What was the substance of the communication on the part of Mr. Collinson?—I do not recollect clearly, but it appears to me, from what I recollect, that he wished to make an arrangement for conveying the whole of the parcels in London to and from the station.

2464. It is stated in a petition to the House of Commons by Mr. Collinson, that he applied to Mr. Creed, the secretary of the London and Birmingham Railroad Company, stating the objects which they had in view; namely, that of conveying goods between Edinburgh and London by means of the railroad, wishing that packages should be made up in London containing parcels, which should be charged by weight, and that Mr. Creed informed the said parties that the said railway company would not carry any such packages; that they were carriers themselves, and would not allow any other persons to profit by carrying on their railway, but that they would carry the individual parcels contained in such packages at the rate allowed by Act of Parliament for such parcels; do you believe that that was the substance of the communication made to Mr. Collinson by Mr. Creed?—I was not aware of any communication having been made by Mr. Creed, but I conceive that that relates altogether to what are termed coach parcels; that is, to parcels that go down by the mail and other trains by night; I presume that is so.

2465. The object was, that those which you call coach parcels should be made up in packages, and should be conveyed by you according to weight, and not according to separate packages?—I have no doubt that it was so.

2466. The application was rejected?—It appears so from that; but I was not a party to that transaction.

2467. Was it subsequent to your holding your present situation?—That I do not know. I think the Committee should understand the distinction between coach parcels and the great carrying business of the country. In what is referred to there, of course they make a difference between carriers and coach proprietors; in their capacity of coach proprietors the company may be considered carriers of small parcels; but distinguishing carriers from coach proprietors, which I have always been in the habit of doing, the company are not carriers, but they are coach proprietors.

2468. Then, in fact, you admit that the railroad company are carriers of small parcels, but you do not consider yourselves carriers of large and heavy goods; that is the distinction you draw?—Always.

2469. With regard to the great advantage to the public that the railroad was in consequence of carrying Messrs. Pickford's goods, would it not also have been a great advantage to the public if that accommodation had been distributed amongst different parties, and not exclusively confined to Messrs. Pickford?—There would have been a very great difficulty in carrying it on, unless the company had had their own servants; but the company did not find the servants; they might certainly have spread it over a larger space, if they had had accommodation.

2470. Was it not a positive advantage to Messrs. Pickford over all other carriers, the company conveying their goods for so many months to the exclusion of the other carriers?—I do not know; I doubt that; the Grand Junction Canal took care to place an advance of between 2*s.* and 3*s.* upon all goods left at that station over and above the usual tonnage; so that there was a certain additional cost in

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carrying on that business; but whether a benefit would result to Pickford & Co. from that plan of proceeding, or not, it would be totally out of my power to say.

2471. It certainly was the feeling of other parties that it was an advantage, was it not?—At a subsequent period it was.

2472. Which feeling induced them to make an application to you to carry their goods equally with those of Messrs. Pickford?—At a very late period.

2473. In the month of December, was it not?—In the beginning of January.

2474. Did they not urge strongly the propriety of their having the same advantages as Messrs. Pickford?—Yes.

2475. Why did you confine the whole powers of the company to carrying Messrs. Pickford's goods, and not distribute the means of conveyance equally among other carriers?—It could not be done at the time; the company had not their own servants; they had not a servant of any kind to carry on the business; Pickford & Co. carried on the business with their own servants.

2476. Did you state that as the ground to the parties who applied?—I think that ground was stated; I think there were letters distinctly stating that the company had not the power of doing it; that they had no servants, and no accommodation other than what was then occupied by Pickford and by Bache.

2477. Did you not state this on the 18th of January, "It is not in our power to carry a greater weight than is at present done, unless an additional train is established; not being prepared to carry this into effect, it will be necessary to await the decision of the committee next meeting"?—Yes.

2478. Is there any statement in that letter, or can you produce any letter in answer to an application from any of those parties, in which your not providing your own servants, or your not having any servants to manage the concern, is brought forward?—I think I can; but up to the present period the company have never had the power of putting on a second train, because the line having been opened so much earlier than it ought to have been has rendered the working of the railway very difficult, and up to this time only one train can be allowed to travel.

2479. What weight was it in your power to carry along the railroad in the month of January last for carriers?—I think the total weight that the railway company had a power of carrying, if I recollect what the locomotive engineer said, was that which they did carry.

2480. What was that?—Perhaps 70 or 80 tons a day.

2481. That 70 or 80 tons a day was devoted exclusively to the Messrs. Pickford's accommodation?—Yes; but it would not be 70 or 80 tons each way.

2482. Were those 70 or 80 tons exclusively devoted to Messrs. Pickford's accommodation?—The Messrs. Pickford, and Golby, Bache & Co.

2483. Upon what principle did you suppose it right that Messrs. Pickford and the other carrier should have that exclusive accommodation to the disadvantage of other parties?—Having been the cause and the origin of the establishment of this, and having had the forethought, of course they wished to keep to themselves that power; there was not accommodation for many carriers; in fact there was not the full accommodation that Pickford & Company required for what they were doing.

2484. And therefore you, to favour Pickford & Company, did devote the whole power, whatever it was, of the railroad company to their advantage?—The board made their arrangement with Pickford & Company, and having made the arrangement, they did not choose, I fancy, to break it.

2485. Was there not an action or some law proceeding instituted attempting to force the company to carry indiscriminately?—I believe there was.

2486. What was the result of that?—It was unsuccessful.

2487. Then the law seems now to be that it is in the power of the directors of your company to carry goods for such parties as they please, and for no others?—Yes; I fancy that would be the law.

2488. And you have already exercised it once, and you will have the means of exercising it again, if the law stands as it now is?—Yes.

2489. So that in fact the whole of the carrying trade between London and Birmingham, so far as your railroad is concerned, is entirely at the option and mercy of the directors of the company?—I fancy that is the case upon all railways, as a general principle.

2490. But such you believe to be the law?—Yes.

2491. And

2491. And if circumstances arise whereby the directors may think that one party has a fair claim upon them for their exclusive accommodation, that party will have the exclusive accommodation, whatever may be the result to the public?—I presume it might be so.

2492. Sir *John Guest.*] Would the small carriers be allowed to send less than a carriage load of goods?—No.

2493. Then suppose a small carrier was employed to convey a certain quantity of goods to York, and that that was not sufficient to fill a carriage, would he be obliged to leave those goods till he had obtained more to send with them?—He must have sufficient to load a carriage, otherwise the cost would be increased considerably.

2494. And the public must wait till the following day?—Yes.

2495. The company have of course a warehouse at each end of the line for goods?—Yes.

2496. Suppose the company themselves were to forward all the goods indiscriminately, and to charge a sufficient sum of money to remunerate them; would not the goods be forwarded much more regularly in that way than if they were forwarded by carriers, who would have to keep the goods till they had a sufficient quantity to load a carriage?—I think not.

2497. Will you reconcile that answer with the previous answer?—I think I scarcely ever heard an instance where a carrier had so small a weight to take as three tons.

2498. Suppose an individual had two tons to send from London to York, the carriage holding three, how is he to send these; can he send them by applying to the company?—No.

2499. Suppose a person wants to send two tons of goods to York, what answer would be given to him?—They would say, "We do not carry goods."

2500. Would not the answer be, "Go to some other carrier, and he will forward them for you"?—If the application was made to the carrying department, he would be sent to some other carrier.

2501. Then that other person must bring these goods to you, and the first carrier must pay the profit of the company, and the profit of the person who did that for him?—Yes, it would be an arrangement betwixt the two carriers.

2502. Has he not in that case to pay the profit of three persons instead of one?—Yes; but a private individual can do the work cheaper than the company.

2503. Suppose this case occurred, that a person had five tons of goods to convey, three tons to York, and two to Manchester, how would they be taken; could they be forwarded at once to your depôt, or must he wait till he finds a person who has goods going to York sufficient to make up his loading, and also goods going to Manchester sufficient to make up his loading?—The probability is, that he would go to a Manchester carrier with respect to one set of goods, and to a York carrier with respect to another, because the same carrier probably does not carry to both places.

2504. Would not the public be better accommodated if a person had the power of taking goods to their warehouse, leaving the responsibility with the company to take them to the different places?—Then you would make the London and Birmingham Railway Company carriers all over England, passing over other lines.

2505. Would not that be an accommodation to the public if they knew that simply by taking them to your depôt they would be distributed?—I think that such a system would not work.

2506. Do you think it not possible for the company to become carriers?—Not beyond their own line, namely, Birmingham, for in order to go to York, they must go over several lines of railway, and therefore must have their own establishments at York and other places upon those lines.

2507. Do you not think that the companies belonging to those lines that join your line would make some general arrangement to receive your goods, and forward them along their lines, in the same way as they receive passengers and forward them along the lines; would there be any greater difficulty in the one case than in the other?—I think so.

2508. Will you state what the difficulty is?—I do not think I could point out the difficulty, unless I could get you to give me a little time at a carrier's warehouse.

2509. Suppose a person has 20 tons of goods to forward, 10 tons to York, and 10 to Manchester; suppose you were general carrier upon the line, and he were

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to send the 20 tons to your general depôt, and you were to deliver 10 tons to a man at York, and the other 10 tons at Manchester, would there be any difficulty in making that arrangement?—I think very great. If the 10 tons did not require such an immense number of entries, if they could be made up for one delivery, there would be no difficulty in it; but suppose you send goods in that way down to York, and there is anything amiss in the delivery of those goods, you make your application to the London and Birmingham Company. They say, "We placed them in the hands of the North Midland;" they again placed them in the hands of another party; and, travelling from one line to the other, each line will throw the responsibility off their own shoulders. Now, if an individual carrier takes them through, you apply to that carrier, and that carrier immediately gives you redress.

2510. Suppose that instead of 10 tons being in the hands of one carrier, they were in the hands of 10 carriers, to be conveyed to York, would there not be infinitely more trouble in tracing them through the hands of 10 persons?—I think the trade would not find it to be the case; I think the system acted upon on canals has been a sound system, and has worked well: if the same system prevailed that has prevailed upon canals, I do not think the public would be injured, but would be much benefited. If it would be beneficial for railroad companies to become carriers, the same thing would have applied if the canal companies had become carriers: suppose the Grand Junction Canal, finding that the railway companies were carriers, became also carriers.

2511. Is there not this distinction, that in the case of the canal companies the carriers require no stations and no monopoly-water, and everybody can travel as he pleases upon it; but on your railroad the whole is under your superintendence, and no man can travel but yourselves?—Yes, but the railway company ought to find the locomotive power, and the waggons, and the stations; then parties are upon the same footing as upon the canal.

2512. You do find all those things; you take the goods into your hands, and you provide water and waggons, and so on, to the end of the journey?—Yes; when we get them to Birmingham, we transfer them into the hands of another company.

2513. You warehouse the goods, do not you?—They are taken from the carriers' waggons, and placed upon the waggons of the railway; they are then transmitted, and pass over the line, whether to Manchester or any other point.

2514. Is that done by your servants?—No; by the servants of the carriers.

2515. Then nobody can travel upon your line unless he has a sufficiently large establishment to send goods every day, and keeps servants at each end of the line; no small carriers can do it?—Small carriers would be able to send goods much more than they can at present; for instance, if I am sending down to Birmingham or Oxford, or any particular part, I cannot at present send off a boat with advantage unless I have 15 tons of goods; no carrier can send off a boat to Oxford or to any other part without having a full boat-load of goods.

2516. Suppose a common carrier has one-half ton of goods to deliver at any point of the road, must he not keep that half ton of goods till he has a sufficient quantity to enable him to send goods to that station?—On the stations of the London and Birmingham, what the effect will be when the whole stations are opened I cannot say; if the railroad was opened to its full extent, you could not detain a train to take out a ton or a couple of tons of goods.

2517. *Chairman.*] In the course of trade, has it, within your experience, ever happened that so small a quantity as two tons or five tons have been sent off occasionally by the canal; is it not always a larger quantity, collected all over the town, and sent at one time?—Yes.

2518. Then if I had to send goods to York, if I used a private carrier, all I should have to do would be to deliver my goods to the private carrier, and if they did not arrive in York I should complain to the private carrier of that?—Yes.

2519. If the railway company were to become carriers themselves, I should never know exactly where to apply to know where the goods were stopped?—I think not.

2520. Suppose the company were to undertake that business, would it not so multiply your clerks, and the business of the clerks, and so multiply the business of all, that the establishment could not go on?—I am sure the establishment could not go on.

2521. Is it your opinion, or not, that under these circumstances the company could carry goods so cheaply to London as private carriers can do?—My opinion is that they could not carry so beneficially and so economically as private carriers can do.

2522. Have you ever, in your experience, seen that a large joint-stock company are able to trade as cheaply as a merchant trading upon his own capital?—Never. Whenever private capital is equal to any undertaking, I am quite satified that private capital will at any time beat a public company.

2523. Mr. *Baring*.] With reference to the correspondence between Captain Moorsom and Mr. John Taylor, the last letter from Captain Moorsom is dated March the 1st; that was prior to your taking your present situation?—That was just at the time.

2524. Are you aware that Captain Moorsom stated a scale of prices for the transhipment of bullion?—Yes.

2525. Are you aware that Mr. Taylor, who is a bullion merchant, complains that that has been very much exceeded?—I recollect something about it, because I have seen Captain Cleather, who has the management of the Grand Junction Railway, upon it, and I know that there has been a correspondence. I also recollect that the question was set at rest. I think there was a misunderstanding, or that some communication that ought to have been made was not made.

2526. I have a letter from Mr. Taylor, which is dated April the 30th, complaining that the scale of prices had been very much exceeded which had been laid down by Captain Moorsom, and also that a price had been paid for the transhipment of bullion at each end?—That would be rectified.

2527. He states that he applied directly to Captain Moorsom, by letter of the 1st of March, to have that rectified, and that for two months he has received no answer?—I should think there must be some mistake. I should say that that is a very incorrect mode of doing business; it is that which would have crushed the concern that I have had the management of completely; and I am quite satisfied that such a state of things ought not to be allowed to exist. But on the subject of bullion, I may perhaps be allowed to say, that I do not believe any house in England ever carried so much bullion as the house that I had the management of; and I am quite sure, that during the 20 years that I have carried bullion, that that house never received 500 *l.* for insurance for all descriptions of valuable property carried, so thoroughly do I set at nought the necessity for insurance. I should perhaps place the insurance upon a very different and more reduced scale than the company appear to have done.

2528. You are aware that the rate of insurance has been changed with the Grand Junction?—I was not aware till very lately, but I think it a great deal too high. By some of the Liverpool houses the amount that has been carried has been immense; and I have always stated to the houses, "I do not think it is worth your while to insure, because, from my experience, I know that such things as losses never take place."

2529. Sir *J. Guest*.] Suppose a manufacturer was disposed to send his manufacture, some bulky article, along your road, do you think he would not have the power of sending it without applying to a common carrier?—I do not think so; the manufacturer himself might do it; he might constitute himself a common carrier by sending the goods; he uses, of course, his own servants.

2530. Did you not say that you had a power of refusing a person permission to become a carrier upon your line?—No; if you choose to send goods upon the railway I do not know that I should be able to refuse taking your goods, you using your own servants, and taking charge of your own goods when they get to their destination.

2531. Do you mean to adopt this principle, that the company should not be obliged to take the goods of any manufacturer without applying to a common carrier to take the management of them; the company having the exclusive monopoly of the road, should you say that those parties could not carry but through the medium of a carrier?—I should say that the Company ought to leave the carrying entirely alone, and to have nothing to do with it.

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2532. Then with respect to a manufacturer, of iron for instance, the Company might say to him, "You must not use a locomotive engine, because it will interfere with our stations, and you must have a common carrier to take your goods for you"?—No; we say to him, "Our charge is so much per ton, and if you send five tons or ten tons we will carry them, and you see to your own goods, and the loading of your goods, and the taking your goods away."

2533. Mr. *Thornely.*] The Liverpool and Manchester Railway always have been carriers of their own goods?—Yes; that is a short line; they have been upon the same principle as the river carriers and the canal carriers. There have been three lines of communication between Liverpool and Manchester, the railway, the river, and the canal.

2534. When you say that separate carriers would do the business of conveying goods better than the company themselves, do you believe that if that part of the business of the Liverpool and Manchester Railway which relates to goods was done by a dozen carriers, with their different establishments of clerks and agents, it would be done as economically as by that company doing it themselves?—I think it might, and that it would be done better. I never have given credit, because I have been quite satisfied that they do not deserve credit, to any public body who have acted as carriers, for carrying on their concerns advantageously or with benefit to the public.

2535. *Chairman.*] There is this distinction also between the Liverpool and Manchester Railway and your case, that the goods are delivered at Liverpool which are brought to the depôt at Manchester?—Yes; they are all in the hands of one company; but suppose the Honourable Member for Lancaster wanted to send his goods forward, supposing all the lines were opened upon the same principle that the London and Birmingham this moment are acting upon, his goods would go direct from London to Lancaster, and he would send his servant and take them to his own house. At the present moment they go over the London and Birmingham, over the Grand Junction, and the Manchester and Liverpool, and then when they get upon the North Union they fall into the hands of only one carrier. This is the point that Lord Granville Somerset put to me a short time ago, namely, that only one carrier is allowed to pass over that line. Between London and Preston there are, therefore, three different modes of acting; the one is charging a certain sum per ton, leaving the carriers to compete with each other. The Grand Junction has a certain fixed rate per cwt. or ton which is to be charged for certain articles; a certain price for oil, and a certain price for silk, and so forth; and on the North Union, I do not know their mode of proceeding, but I believe only one carrier goes over the line.

2536. Does the company carry upon the North Union, or do they let their carrying?—They have let their carrying to one carrier.

2537. Lord *G. Somerset.*] What responsibility do you consider the London and Birmingham Company are now liable to with regard to the goods that are carried upon their line?—I think the responsibility that they are liable to would be in case of collision, the articles being broken or injured, and also in case of fire; but that would be a question that would be decided between the respective carriers and the railway company. The public would have their claim upon the carrier into whose hands they placed the goods.

2538. The way you think it stands now is this: A person sending goods by a carrier, if they were conveyed along your line, would have his remedy against the carrier, and then that carrier would look to the company, and have an action against the company for the injury?—Yes.

2539. Then, in point of fact, it is the same thing as your being responsible for the goods carried on your line, as far as the carriage is concerned?—Yes.

2540. What responsibility do you admit as regards the passengers' luggage?—I do not know how that matter is arranged; it is a subject that has given me anxiety, and I have had to give a great deal of attention to it lately. I should say, in most instances, the passengers' luggage, if lost, would be paid for; but suppose there was a case where it clearly appeared that the luggage had not been placed in the hands of the company, of course the company would resist. But in all cases, if I were to see that there was a reasonable ground for believing that the luggage had really been in the hands of the company, the amount would be paid; that it has been paid in instances is quite clear.

2541. Mr. *Freshfield.*] But you take no charge of the luggage of passengers?—No, we do not take charge of it; but at the same time, I think that the loss is at all times, and ought to be, met.

2541*. But still you leave it open for the party to prove the fact that he brought the luggage?—Yes.

2542. *Chairman.*] Have you not a notice that you are not responsible for luggage?—Yes.

2543. Mr. *Freshfield.*] You declare that you are not liable unless the goods are booked and paid for?—Yes.

2544. And you have no arrangement for booking and paying for it?—We have an arrangement if the passenger chooses to book it. If in the case of the ordinary luggage of a passenger he chooses to say, "I book this luggage," the booking would be taken, and the company would be liable; but I should say, in 99 instances out of 100, if the claim was made it would be met.

2545. Have you never apprised them that it ought to be booked?—No; but there is a notice prepared, which will be up in a few days, to passengers to look and see where their luggage is placed, to enable them to know where it is.

2546. Is not the luggage separate from the passengers?—It was, but it is not now.

2547. But does the luggage belonging to A. B. go with the carriage in which he is, or is it in any way under the control of the passenger?—Whenever there is a small quantity of luggage, such as the passenger can take under his seat, or in that carriage, he may have it there; but generally they have so much more than they can take in that way that it is necessary to remove it.

2548. Is it in the power of a passenger to take care of his luggage from the time he enters?—Yes, to the greatest extent, unless it is a large quantity.

2549. You cannot put a portmanteau under the seat?—Generally you might.

2550. Do they put them there?—Yes, I think they do. I was not long since making inquiries; I had the same impression that they do not put them under the seat, and I was told that they had; but where the quantity of luggage was large, it must be put on the top of the carriage.

2551. Is it placed on the top of the carriage in which the passenger is, or upon a separate carriage?—I am not sure.

2552. Mr. *Freshfield.*] Do you know whether the habit is to carry the luggage forward to that carriage which is going the greatest distance?—If you are going the whole length of the line, the luggage is, generally speaking, separated from that which is going the short length.

2553. Lord *G. Somerset.*] Would the passengers' to Birmingham all be put into the same carriage?—Very likely it might not be so.

2554. Then, in point of fact, the luggage is completely separated from the passenger?—I dare say it might be.

2555. You say that in 99 cases out of 100 the luggage would be paid for?—Yes.

2556. And the hundredth case is Mr. Moss's?—Being acquainted with Mr. Moss, and having heard the whole affair both from himself and his son, and again having heard the version of it given by the London and Birmingham Railway—for it took place very long before I had anything to do with it—from the information I possess from those respective parties, I never understood, and never could see, that that portmanteau of Mr. Moss's was ever fairly in the hands of the company; that it was brought in an omnibus and taken out of the omnibus is very likely; but I never was able to ascertain that it ever fell into the hands of the company.

2557. You were not connected, in any official manner, with the company at the period of Mr. Moss's loss; but still your attention has been directed to it in forming the arrangement to which you have alluded in the previous part of your evidence?—Certainly.

2558. Was not the fact of his loss this: that upon his arriving at the station his luggage was taken by the officers of the company?—I think that was the statement.

2559. What regulation have you now with regard to persons being authorized to take passengers' luggage?—The luggage now is brought in along with the passengers, and there is a counter upon which it is deposited; the order given is, that no passenger's luggage shall be removed till the passenger can look to it and give his own orders.

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2560. Are all the persons who have anything to do with the passengers in a particular dress?—Yes.

2561. So that no party has any business to pretend to assist in removing the passengers' luggage unless he is dressed in a particular dress?—No, unless you come with your own servant.

2562. Are there strict orders given now that persons shall be kept out of the yard who are not either passengers or connected with the company?—Yes, excepting friends of passengers.

2563. Then your present statement is, that no individual belonging to your establishment has any authority to stop a passenger's luggage, unless he be in your official dress?—Certainly.

2564. You consider your liability to be of the same character with regard to passengers' luggage as the liability of stage-coach proprietors?—Yes.

2565. With regard to booking passengers' luggage, would a charge be made for that?—I would not make a charge.

2566. What is the fact?—It never has been done in my day.

2567. *Chairman.*] This question was put to Mr. Glyn, "Is there not a note on the ticket, that the company will not be responsible for any passenger's luggage, unless booked and paid for;" if booked and paid for, they are liable?—I think that very many of the matters connected with the London and Birmingham Railway regulations have been too stringent. I do not believe that any private establishment would have ventured upon a variety of those matters; they are most of them minor matters, but they have created a considerable portion of vexation. If the same thing had occurred at a considerable distance from the metropolis, no notice would have been taken; but here, so close to the metropolis, and being completely under the eye of the public and the press, those matters have been brought forward, and have been represented in a very different way from what they would have been if at a distance; but I am perfectly willing to admit that the company have been too strict in their mode of proceeding, arising from the novelty of the undertaking.

2568. Sir *J. Graham.*] Do you know of such a notice being given by any other railway company, whether near the metropolis, or at a distance from the metropolis, as the ticket which has been read by the Chairman, declaring that the company will not be responsible for any luggage unless it is booked and paid for, and a ticket given?—No; I am not aware of the arrangements of other lines.

2569. I understood you to say that notice was taken of this case, because the London and Birmingham was immediately under the eye of the metropolis, and that similar regulations were not taken notice of at a distance?—I am not speaking of this particular point, but generally. I am very unwilling to advocate a great number of these matters.

2570. They still stand as part of the regulations of the London and Birmingham Company?—Yes.

1571. Mr. *Freshfield.*] As an officer of the company, do you understand that the luggage is paid for as part of the passage money?—Yes, so far as 100 lbs.; there is a certain weight given.

2572. Lord *G. Somerset.*] Do you charge the passengers for their luggage?—No, unless it is above the weight.

2573. Do you charge for it if it is booked?—I never knew an instance.

2574. Is it, or is it not the fact, that passengers called upon to book pay for their luggage?—I have never heard of an instance.

2575. Then they do not?—If I had imagined that there was such an instance, I should instantly have objected to it.

2576. Then the booking is done free of expense, and the booking does not force the passenger to pay for the luggage?—I fancy the booking is 2*d.*, and whatever luggage a party booked, if it were within 100 lbs., no charge would be made; if it were above 100 lbs., a charge would be made for the portion above 100 lbs.

2577. Do you mean to state that, at the coach-offices, if a passenger takes his luggage, he pays for booking it?—No; I myself never did.

2578. Would you not be astonished if, on your booking it, they made you pay for it?—Yes.

2579. Would you not have gone to another office the next time?—Very likely I should, and there is the great advantage of competition.

2580. But

2580. But you do not condemn the practice of making passengers pay this 2 *d.*?—Yes, I do condemn it.

2581. Is it charged or not?—I never heard of it being charged; if I had ever heard of its being paid, I would immediately have made a representation to the board to recommend that it should not be paid; but the moment I hear of these things I stop them.

2582. Mr. *Freshfield.*] Would you see any objection to the arrangement that the passengers might send their luggage the night before if they were going by an early train?—No, not the least.

2583. At present it is not permitted?—I should permit it instantly; I think it is so.

2584. One consequence is, that in the morning, as passengers seldom come too early, a few minutes before the trains start, there is an immense quantity of luggage coming with a variety of persons by a variety of conveyances, and those are put upon the counter together?—There is only one difficulty that strikes me, that if any loss were to take place, there must be some dispute between the passenger and the company.

2585. The passenger at present applies for permission to bring his luggage the night before, and to book the ticket; that is not permitted?—If an application were made to me, I would say decidedly, as far as you can do it.

2586. Lord *G. Somerset.*] With regard to horses there is a stringent rule, is there not?—Yes; and each particular case is taken up separately.

2587. Do you not consider that the company is liable for the damage done to horses by the fault of the company?—If it had been a private matter of my own, I should never have given that notice; but I do not think I can do better than state, there was a valuable horse destroyed, belonging to a lady; the question was taken up, and the value of the horse will be paid.

2588. How did the accident occur?—The horse kicked, and broke through a part of the horse-box, and got his leg out. It was doubtful if the box was strong enough.

2589. Mr. *Baring.*] Do not you think a distinction may be drawn between the case where the accident arises from the violence of the horse, and the case where the accident arises from a collision?—Yes; those are nice cases, which the company have to determine.

2590. Lord *G. Somerset.*] How do you conceive you would be justified in refusing to take horses?—I think we should not; I think the railway company have opened the door; they say they will take horses, therefore they must take them whenever they are brought.

2591. *Chairman.*] You mentioned just now something respecting the cheapness of your fares; are you satisfied that the fares that will be charged on the London and Birmingham are as low as the public have a right to expect?—I think the short fares ought to be reduced, and that they will be reduced.

2592. What is your reason for saying that they ought to be reduced?—It will give a larger body of people an opportunity of moving with great advantage, and will be a very considerable advantage to the railroad company.

2593. Have you found that, in consequence of the rates being so high as they are, the competition of coaches is still existing?—There is a competition of coaches, but to no great extent; long coaches cannot exist upon the present fares; short lengths may to a certain extent.

2594. Is it not the case that the coaches, for short distances, have rather increased in the district of the London and Birmingham Railway?—I think they have increased upon some of the long roads; they would necessarily increase upon the Great North Road, and for this reason, that as the North coaches ceased to run through that line of country, there must be some conveyance to make up for that.

2595. Have you not lost a considerable number of passengers going to Harrow and that neighbourhood?—I should say the number of passengers going to Harrow by coach are so very trifling as not to be an object; that if the reduction of the fares did not do more than give an opportunity to the public of travelling upon the railroad to the extent that they now go by coaches, it would be a matter of total indifference; but I should think you ought to have, and would have, 10 or 20 fold more passengers for the short distances than at present go by coach.

2596. And still leave a profit to the company?—Yes, a considerable profit.

2597. Then your observation does not extend to those who go long distances?—No;

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—No; and I think the public should be aware that already they have derived a great benefit from the establishment of railways; not only has there already taken place a very considerable reduction in the transit of goods, but there is also a very considerable reduction in the fares of passengers; formerly, until the London and Birmingham Railway opened, I could not go down to Birmingham for less than 50 *s.* or 60 *s.*; I can now go in one half the time for 30 *s.*

2598. That observation applies to the extreme points of the line; but when you have to go to some town to the right or left of the line, you do not travel cheaper, and the inconvenience is considerable in getting from the line of railway to those towns?—The inconvenience is considerable, and will be so till the railways become better established; the period is too short to enable any conclusion to be come to.

2599. Mr. *Baring.*] Are you aware that the expense is less for a person having his own carriage, which would travel with post-horses, and take four persons going to Northampton, than going by the railway?—Yes; I think that is a point upon which there is a mistake.

2600. *Chairman.*] What is the mistake that you refer to?—I think the rates, where you have a number of passengers going by a carriage, ought to be reduced.

2601. Mr. *Baring.*] You say there are many points upon which you think an alteration would be beneficial; have you turned your attention to an alteration with regard to keeping the tickets till the end of the journey, instead of taking them at the commencement?—Yes.

2602. Do you feel inclined to adopt the mode of the Great Western, where they take the ticket at starting?—It is a most difficult question; but if I had had the arrangement of it, and thought the company would have lost money by adopting a system which would prove more agreeable to the feelings of the public, I would have told the company that they had better lose than give the annoyance and the vexation that they do: if I saw any other plan that would work better, I should be exceedingly glad to take advantage of it.

2603. But you do not like the plan of the Great Western?—I like it; but I am afraid that when the line comes to be worked throughout, there will be a difficulty.

2604. Do you anticipate that there will be greater difficulty when the line is worked throughout than there is at present?—Yes.

2605. Mr. *Greene.*] The Grand Junction do act upon that principle?—Yes; and when it is stated to them that they lose a certain income by it, they very wisely and properly say it is the less evil of the two. The tickets are occasionally lost, and when they are lost, vexation necessarily arises when the passenger is asked to pay his money again; and that is the rule that was most strictly acted up to. I have been very determined in breaking through that rule; and whenever a ticket is lost, the principal officer at each station has the power to use his judgment, and not to require the repayment of the fare.

2606. Mr. *Thornely.*] In what cases do you forward persons by four-inside coaches?—We have no four-inside coaches except the mail.

2607. In what cases do you forward coaches from Birmingham for passengers who prefer four-inside coaches?—Not having any accommodation for that purpose, it would depend upon the public convenience; if the public were to require it, or it were found desirable, of course the company would build carriages of that description.

2608. But when passengers come from Liverpool and Manchester in the mail-carriages, do you not consider yourselves bound to forward them to London in mail-carriages?—Yes.

2609. The fare being greater in mail-carriages, have not you the wish to forward them in those carriages?—Yes.

2610. Has your clerk any account of the coaches, so as to know what places he has left of the four-inside?—I do not know.

2611. Do not you think it material that he should know whether he has places in the mail at liberty?—Yes, I do.

2612. Do you think it would be proper to take any measures to remedy the evil of persons coming from Liverpool in the mail, and at Birmingham not being able to obtain places in the mail on to London?—I will draw the attention of the board to that; but the way in which the remedy must be applied must be to make an

arrangement

arrangement in Birmingham; they must know whether they have the power of forwarding those passengers or not.

2613. Do not you consider it essential, that when the clerk takes the fare from passengers for mail-carriages, he should be quite assured beforehand that there are places in the mail?—Certainly.

2614. Mr. *Greene.*] Do your mail-carriages fill generally?—No, they go frequently empty; I think in London and Liverpool no person ought to be booked in the mail-carriage without having the power of sending them forward; if it is doubtful, they ought to state that it is doubtful whether they can give a four-inside coach; but supposing I was upon the spot, and any gentleman had booked for a four-inside, and there were a four-inside carriage, most assuredly the carriage should go, though there were only two parties to go in it.

2615. Mr. *Baring.*] Are you aware that considerable inconvenience has been felt from there not being a sufficient number of trucks upon the line?—I am; I only recently wrote to the clerk of the trustees of some of the roads, I think connected with Weedon, where a complaint had been made; it must be obvious that it is the interest of the railway company to have a liberal supply of trucks at every station; if the trucks were like horses, eating, it would be another question; but here, for every truck that you are deficient, you not only inconvenience the public, but you are losing a carriage. I cannot see that it can be otherwise than clear that the company's interest is consulted by having an ample supply of trucks.

2616. Mr. *Freshfield.*] At the same time you ascertain by degrees what are the wants of the public, what is the supply necessary?—Yes. In respect to horse-boxes, I think it might be four months since an order was given for horse-boxes, and not one single box of the 20 ordered have we received up to this period. If you were to ask me whether I could give a supply of those, I should say no, I cannot get the waggons ready; and I cannot supply stations with trucks, because we require a longer time to get them ready. If I find that 10 trucks are wanted at Weedon, 10 trucks will be sent to that point; but in order to enable me to know what number of trucks will be required, time must elapse.

2617. Mr. *Baring.*] The regulation still exists, that where a carriage is waiting, a train, though a mail-train, will pull up for the carriage?—Yes, I should say decidedly it ought to do; all trains except mail trains.

2618. Mr. *Greene.*] Is not it a regulation of the Post-office that the mail-train ought not to take any carriages?—The night trains do not take any carriages; the morning mails take carriages, but the night never, except upon some extraordinary occasion.

2619. Is there any arrangement between yourself and the Grand Junction as to the respective trains that carry carriages and that do not carry carriages?—No; with the exception of the night mails; there are no others that do not take carriages.

2620. But the trains that bring up the mails from the north to Birmingham in conjunction with the night mail into London, bring up carriages to Birmingham, do they not?—I do not recollect ever seeing a carriage brought up by the London and Birmingham, though I recollect seeing them sent down.

2621. Mr. *Baring.*] Do you see any objection, if they are there in time, to their being taken?—No, except their increasing the weight, and so impeding the mail.

2622. That same objection would apply to the day train?—Yes, precisely.

2623. Mr. *Greene.*] Under your Act of Parliament all companies and other persons are entitled to come upon your railway; but, practically, every company has the power of preventing another from coming on?—Yes.

2624. Would it be a matter of inconvenience and danger to the public to allow other companies to come upon your line?—I gave evidence before the Post-office Committee last year, expressing my feeling that it was impracticable; but now no emolument should induce me to remain superintendent of the London and Birmingham were the locomotives of other railways to come upon the line.

2625. Do you think the inconvenience would exist to the same extent if it were confined to persons taking the mails, and the railway company was compellable to afford to them the use of their stations, their police and water, under the same arrangement as is already made for settling the price for carrying the mail, namely, by arbitration?—It would be objectionable, but in a minor degree; in case of delay, or in case of accident, they would be in the way of course of the following

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trains; and the servants would not be the servants of the company, and not under the control and management of the company.

2626. But they would be under the control and management of the Post-office?—Yes, but I think there would be a difficulty.

2627. Supposing that the Grand Junction were to enter into a contract with the Post-office to convey the mails from London to Preston, would there be any practical evil that you can conceive in compelling the other companies to allow them to pass over their lines, affording them, for an ample remuneration, the use of water and of their stations, confining their operations merely to the transit of the mail trains?—Yes, I should think it very objectionable; I should be very sorry to undertake the management of the London and Birmingham Railway, or any other railway, even with that limited number of locomotives.

2628. As the time of arrival and departure would be fixed by the Post-office, and the speed would be also fixed, where would be the danger?—You will recollect that we must look to other lines, because by the London and Birmingham line various other mails must necessarily come, therefore there will be a considerable change in the whole system in a very short time, and how that will affect the question I do not know.

2629. In point of fact, it will merely be, that instead of the London and Birmingham only carrying the train along its line, another company would be entitled to do it at the same time and at the same rate?—Yes.

2630. Where would be the likelihood of mischief from that?—The York mail would have to come in at Rugby, and the York locomotives would come up the London and Birmingham line, and the Derby line would come in at Hampton, and the Derby locomotives would necessarily have to come up the London and Birmingham line. Every line of railroad would have, of course, to bring its own mails into the London and Birmingham line, and take them forward. I cannot myself see how the thing would work. I should be very sorry to have the management of any road under such circumstances.

2631. The object is to afford competition between different railroad companies in the transit of mails. You are aware that it was at one time the intention of the Grand Junction Company to apply for power to convey the mails the whole way to Liverpool?—Yes.

2632. And they were stopped by knowing that the London and Birmingham might prohibit them the use of stations and water upon the line; where would be the injury likely to accrue if that scheme had been carried into effect?—I should have been sorry to have seen that scheme carried into effect. I think there would have been danger in it; but if the Committee wish for information upon the subject of the locomotives, and the working of the line, I would refer to Mr. Bury, the locomotive engineer, and who has been connected with it from the commencement, and he is a man of that intelligence, I am quite sure that, upon this particular subject especially, you would reap considerable information from him.

2633. *Chairman.*] When do you expect any of those collateral lines to be at work?—The Aylesbury line will open in about 10 days; the Derby line will open by the end of June or July, according to the statement I have had.

2634. Have you made any arrangement with either of those companies as to the manner in which they shall join the London and Birmingham?—Yes; I have expressed the strong feeling which I have that no junction should take place upon the main line, but that the junction should be made upon a sideing: I think that the railways, in that respect, are altogether extremely deficient.

2635. Mr. *Baring.*] Do you intend that the passengers coming from Derby should not proceed in the carriages they come in?—They should proceed in the same carriage, but at every station where a junction takes place there ought to be a sideing, so as to prevent the possibility of any direct train coming in contact with the carriages coming into the line.

2636. They would come in a separate train, which would have to be tacked on to another?—Yes, they would be tacked on, unless the number of carriages rendered it necessary to have a separate train.

2637. *Chairman.*] Your plan is, that instead of their coming in direct upon the main line, they should come in upon a sideing, and in that way fall into the main line

line, so as not to interfere with the traffic?—Yes; unless that were the case, the greatest mischief would be likely to result.

2638. Mr. *Baring*.] You think a common terminus for different lines of railroad would be very dangerous?—Very dangerous.

2639. Lord *G. Somerset*.] You were not connected with the Birmingham line when they talked of having the same terminus with the Great Western line?—No; but I always thought it very fortunate that those two companies had a difference, which led to their having separate termini.

2640. *Chairman*.] The London and Birmingham have taken upon themselves the working of the Aylesbury line, have they not?—They have. I went over it the other day to know whether it would be in a state fit to open, and the arrangement was that it should open on the 10th or 11th of June.

2641. Mr. *Baring*.] What is the distance from the main line to Aylesbury?—Seven miles.

2642. *Chairman*.] Then you carry the trains to the junction, they are then put upon a sideing, and sent on to Aylesbury?—Yes.

2643. Mr. *Greene*.] Have you not lately made a very considerable reduction in your police force upon the line?—Yes.

2644. To what extent has that reduction been carried?—I think 90 have been reduced.

2645. What is the reason of that reduction?—The police were put on at the time the railroad was making, and as the road gets into a good state, and is completed, more will have to be reduced; they were not only of no use, but positively in the way; we shall have to reduce many more.

2646. *Chairman*.] Do you intend to increase the speed at which you travel upon the road?—Yes, upon the 19th of June; in fact the speed has been increased upon some trains; but the mails are to be taken in five hours in the day, and five hours and a half in the night.

2647. And the embankments are in such a condition as to enable you to do so?—Yes. The great fault of the London and Birmingham Railway was, their opening in September of last year, instead of in May of this year, and the work has been conducted throughout the whole of the winter seriously to the disadvantage of the traffic.

2648. What will be the average rate of speed upon the London and Birmingham, after you have made this alteration upon the line?—I think the actual time in travelling will be four hours and 35 minutes for the 112 miles, or say five hours; that would be 22 ½ miles an hour, including stoppages.

2649. Mr. *Baring*.] What is the rate at present?—About 18 miles an hour.

2650. *Chairman*.] You stated at the commencement of your evidence, that you are the deputy-chairman of the South-Eastern Railway Company?—Yes.

2651. The South-Eastern terminates upon the Greenwich, does it not?—Yes.

2652. Have you ever considered whether the Brighton, the South-Eastern, the Croydon, and the Greenwich lines, all terminating in one station, is likely to lead to some risk to individuals?—I consider it very bad indeed.

2653. Do you think that it is that which the public ought to agree to submit to?—No, certainly not.

2654. Do you think the danger and inconvenience is very much increased by the Croydon line crossing the line of the Greenwich, in order to get to its station?—Yes.

2655. Do you think the danger will be considerably decreased by their keeping on the other side of the line, so as not to cross the Greenwich?—Yes; but I think the work cannot be performed without difficulty as it now is.

2656. Then you think you cannot make a perfect railway into London for the South-Eastern and the Brighton lines, without having another terminus in London?—Certainly not.

2657. Mr. *Baring*.] A line has been already investigated, has it not?—I think that a line has been surveyed.

Martis, 4° die Junii, 1839.

MEMBERS PRESENT.

Mr. Baring.	Lord Seymour.
Mr. Freshfield.	Lord G. Somerset.
Mr. Greene.	Right Hon. C. P. Thomson.
Mr. Loch.	Mr. Thornely.
Lord Sandon.	

THE RIGHT HON. CHARLES POULETT THOMSON, IN THE CHAIR.

Henry George Ward, Esq., a Member of the House, and Mr. *Charles Rowcroft*, Examined.

H. G. Ward, Esq., M P., and Mr. *C. Rowcroft*.

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2658. *Chairman.*]—(*To Mr. Ward.*) YOU are Chairman of the Northern and Eastern Railway?—I am.

2659. (*To Mr. Rowcroft.*) Are you Secretary?—I am.

2660. Lord *G. Somerset.*] What was the orignal terminus granted under your incorporating Act?—(*Mr. Ward.*) A terminus at Islington, nearly at the back of the Cattle-market.

2661. You now wish to form a junction with the Eastern Counties Railway, and avail yourself of their terminus?—Yes.

2662. What were the motives which induced you to give up your original intention of having a terminus peculiar to your own railroad, and to wish rather than that to form a junction with the other railroad?—The motives were of a double kind; in the first place, there was a very great saving of expense; and in the next place, we conceived that we should obtain a better terminus for the accommodation of the public than that which we had taken originally at Islington, Islington being at a considerable distance from the City, which is the great resort for those who are in the habit of frequenting the London markets from the neighbouring counties of Essex, Hertfordshire, and Cambridgeshire.

2663. Where do you propose to join the Eastern Counties Railroad?—We propose to prolong our line down the valley of the Lea from Tottenham, where the construction of our works is at present commenced, to a point between Stratford and London, a point called Angel-lane, where we should strike into the Eastern Counties line, and come in upon their line to the terminus at Shoreditch.

2664. The terminus of the Eastern Railway is to be at a place called Webb-square, is it not?—Yes.

2665. And you conceive that a convenient situation for the traffic you expect upon the railroad?—Exceedingly convenient; it is within five minutes' walk of the Royal Exchange; it is in immediate communication with Bishopsgate-street, and brings them into the very heart of the City itself.

2666. Have your negotiations been concluded with the Eastern Counties Railway Company?—Yes; we entered into an agreement in the month of October last with the Eastern Counties Railway, which was negotiated by a deputation from our board, and a deputation from their board; we did not specify how every transaction between us was to be regulated, but we inserted binding, and, as we thought, sufficient clauses, for any traffic that we should throw upon their line in using this double terminus, and reserved specifically every point of difference that might arise as to the amount of accommodation given to us for arbitration between the engineers of the respective companies, and such an umpire as they might choose, if they could not agree mutually; we thought that the safest way of ensuring the fullest amount of accommodation that circumstances might require.

2667. Have you a Bill before Parliament this year?—We have a Bill that stands for third reading to-day in the House of Commons.

2668. Does that Bill enable you to form this junction?—It does.

2669. Does

2669. Does that Bill give any Parliamentary sanction to the agreement?—It enables us to carry out the agreement, which we could not have done otherwise; the articles of agreement are incorporated in the Bill, as far as effecting the junction goes; not the terms of arrangement between the two companies.

2670. Then the Committee is to understand, that though the Bill enables you to form your line, so as to give effect to the agreement between the two lines of railroad, it does not interfere with the private arrangement between the two companies?—No, it does not specify the amount of accommodation to be given on either side; it enables the Eastern Counties Company to fulfil the various articles of this agreement by reducing their toll to us, and enables us to take additional land, which they are to build upon afterwards, and to lease to us for a term of 21 years.

2671. For a passengers' station?—Yes, we are to build a good station separate; and we take a power to buy land to build a good station separate from them.

2672. Does that arrangement contemplate any additional lines being put down between the point at which you join and the terminus of the railway?—That is contemplated by an understanding between the two boards, but it is not provided for in the Bill.

2673. Do you conceive that it would not only be a great convenience, but a great safety, for passengers and persons travelling upon your line of railroad, if there were lines independent of the present lines, which would be used by the Northern and Eastern Railway Company for their own traffic?—Undoubtedly it would be a great convenience, but the expense would be enormous, for the Eastern Counties approach London upon a very high embankment, which it would be impossible to enlarge sufficiently for four lines; but instead of four lines throughout, it has been contemplated, upon approaching the station, to allow ingress and egress from the station by four lines; and it is the intention of the Eastern Counties Railway Company to construct those; but from the point of junction at Angel-lane up to the station it would be impossible to construct four lines without doubling the whole of the outlay.

2674. For what distance will the two railways have to run upon the same line of railway?—Three miles and a half.

2675. Three miles and a half embankment whereon there will be only a double line of rails?—Yes.

2676. Consequently you will be obliged to use, for those three miles and a half, the same line of rails as is used by the Eastern Counties Railway?—Yes, till you come to within a quarter of a mile of the station, where it is contemplated to make four lines.

2677. Have your directors ever taken into consideration the probability of danger arising from a collision of the trains of the two companies?—Of course it was contemplated that danger might arise, unless one system of management was adopted, and consequently one article of the agreement vests the whole arrangement, as to the time of arrival and departure of the trains, in the Eastern Counties, there being a stipulation that no trains of ours shall be delayed beyond a quarter of an hour after the one that had preceded it.

2678. The delay is not to be beyond a quarter of an hour, but you have not made any agreement by which a quarter of an hour shall intervene between the expected arrival of a train of the Eastern Company's, and a train of your company's?—No; we have provided for the unity of management, for the responsibility being in one instead of two, and that the delay shall not exceed a quarter of an hour, leaving them to make the arrangement for avoiding any possible collision.

2679. Suppose your train, which ought to arrive at your terminus at four o'clock, should come at 10 minutes past four, do you conceive that the Eastern Counties Railway would have the power of stopping you till their train passed by?—Certainly, if there was any possibility of the train meeting another train, or being overtaken by another train.

2680. Then your idea is, that the traffic is to be carried on upon your railroad with the power, on the part of the officers of the Eastern Counties Railroad, to stop your train at any period when any danger may arise?—Certainly; I should regard that as one of the necessary police regulations; but those points have not been provided for, because we hope to be governed by those which are working upon two lines, and where very few dangers arose. The Grand Junction Railway and the Manchester and Liverpool, have been working upon two lines.

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2681. Do you contemplate your engines proceeding at a lower rate when they come to the junction?—Yes, very probably they will.

2682. So as to be able to stop upon the junction of the Eastern Railroad if another train is coming on?—It may be one of those rules which it will be necessary to adopt when you come to the practical working of the plan.

2683. But, in fact, the only points that are arranged are, that you shall form this junction, that they shall allow you to travel, that they shall buy land for you to build a station upon, and also that you are to be carried at a lower rate, and that they have the same control over you as any other carrier using locomotive engines?—Yes; the only stipulation being, that they shall not interfere with the departure of our trains, by delaying any train more than a quarter of an hour.

2684. Supposing it is very desirable that your train should leave London at eight o'clock, and also that their train should leave London at eight o'clock, in what way are you to settle that?—If any difficulty arose, it is one of those points that would come under the arbitration clause; but we conceive it would be clearly the interest of both companies to make every arrangement for giving all possible accommodation.

2685. But that is left undecided?—It is; we found it impossible to arrange the details without having tried the plan.

2686. But you leave with them the superintendence of the whole line?—We leave them the entire superintendence of it; we thought the police regulations must necessarily be in the hands of one party, and not two.

2687. Will you state how it happened, when the two lines were at the same time before Parliament, that at that period you did not come to some arrangement about the termini of the respective lines?—The idea was never proposed at the time; and our line, at that time, was intended to be a much larger line than it is likely to prove under present circumstances. It was intended to go to York, in which case, for the whole of the communication on the eastern side of London we, of course, should have had a separate terminus, and we could not have had a more favourable position for our terminus than Islington would have been; but it becomes a different thing when a line is cut down simply to a communication with counties in the neighbourhood of London, from which five passengers out of six go to the city, in preference to the west end.

2688. What have you done with regard to the land which you had the power of taking, from the point whence you were to proceed to Islington?—Whatever contracts we had made in that interval we are obliged to fulfil, taking power in the present Bill to dispose of the land again. We have made arrangements with all parties interested, and given compensation for every damage that is incurred, in consequence of notices given by us; and where there are contracts, we are bound to fulfil them.

2689. In point of fact, have you formed any contracts?—Yes, we have more contracts upon that part of the line than upon any other, so that we shall incur some loss in giving up the original terminus; but there is a very great saving of expense, for the estimate of the purchase of land and buildings for the construction of the Islington terminus amounted to 439,000 *l.*, and for the new terminus we procure the whole land that is required, being wholly agricultural, without any house property, for 42,000 *l.* We have contracted for it. Our works are estimated at 70,000 *l.*, and the terminus for goods will be about 20,000 *l.* more, so that we shall construct, for 132,000 *l.*, a line which will give us a better entry into London than we could have got for 439,000 *l.* in the other case. Then we pay the Eastern Counties a rent of 7,000 *l.* a year for the use of their passengers' terminus, and we pay a tollage upon all passengers for those three miles and a half for which we use their line; but the actual saving of expenditure in the first instance is nearly 300,000 *l.*, which is a great consideration.

2690. Mr. *Loch.*] That is not deducting the loss which you have incurred in consequence of making those contracts?—No; but property near London is always so valuable, that upon a contract for 20,000 *l.* you do not lose above 2,000 *l.* for transferring it. We reckon that from 15,000 *l.* to 20,000 *l.* will compensate for our loss in that respect.

2691. Mr. *Freshfield.*] Have you any calculation as to the probable number of trains; how near one train will start to another in the course of the day?—No, we have not made any estimate upon that subject. It is the intention of both companies to run short trains as frequently as the circumstances of the lines will admit of it.

2692. The

2692. The longer the period between the trains, of course the more practicable it would be to secure safety to the public?—Yes; but both lines contemplate running short trains as frequently as possible.

2693. Mr. *Greene.*] Which do you contemplate to be your country terminus?—Bishop Stortford.

2694. Mr. *Loch.*] How far do you mean ultimately to carry your railway?—That is still uncertain. We have given up all powers north of Bishop Stortford at present, under an idea that our line will give an entry into London to some line coming from Manchester or some other point.

2695. Mr. *Thornely.*] What will be the length of your railway?—Twenty-nine miles to Bishop Stortford.

2696. Mr. *Baring.*] How soon do you contemplate opening any portion of the line?—We have been deterred from thinking of opening till we have secured our communication with London. We have now 10 miles of railway completed between Tottenham and Broxbourn, ready for laying down the rails, and those four miles we mean to construct from Tottenham to the Eastern Counties Railway, as soon as we have this Bill; we think we might finish in the course of 12 months, in which case we should open to Broxbourn in the course of next year.

2697. Mr. *Loch.*] What is the width between your rails?—That is a point that is still unsettled. We intended to take the Northern gauge, 4 ft. 8 ½ in., and the Eastern Railway having taken 5 ft. gauge, and laid down part of their line upon it, we shall be obliged to conform to it, unless it is found practicable to lay an inner rail, which we have taken the power in our Bill to do.

2698. Have you laid down any portion of your rails?—None.

2699. Then, what reason does your engineer assign for preferring the width of 4 ft. 8 ½ in.?—Merely that it prevails in the northern country.

Veneris, 7° die Junii, 1839.

MEMBERS PRESENT.

Mr. Freshfield.	Lord George Somerset.
Mr. Greene.	Right Hon. C. P. Thomson.
Sir John Guest.	Mr. Thornely.
Mr. Loch.	

RIGHT HON. C. P. THOMSON, IN THE CHAIR.

T. W. Tyndale, *John Harman*, *William Shadbolt*, *John Moxon*, *Joseph Gibbs*, Esqrs., and Colonel *Landman*, called in; and Examined.

2700. *Chairman.*] (To *Mr. Shadbolt.*) YOU are the Chairman of the Greenwich Railroad Company?—Yes.

2701. Why, in making your arrangement with the Croydon line, and, of course, through the Croydon, with the Brighton and South-Eastern lines, should you compel that line to cross yours, instead of running alongside of it?—That arrangement was made before I was in the direction at all; Colonel Landman is here and can explain it.—(*Colonel Landman.*) They could not run alongside of it, that is impossible.

2702. Why, instead of running alongside, you having your station on the side, which did not render it necessary for that line to cross yours, did you come to an understanding that that line was to cross yours, having its station on the north side?—With regard to the first part of the question, as to running alongside, that was impossible without making additional width to the railway; with regard to placing their station on the north side, it will appear to the Committee that they must cross our line which ever side their station had been; they must have crossed it either way; the tracks of the carriage must have been the same, whether on the north side or the south side.

2703. Sir *J. Guest.*] You might have entered the line, and parted from the line again; if you had been on one side, and the Brighton on the other, they would not have passed you; you get first into the main line of the Greenwich Railway; first of all, you go into the Brighton, then you leave that again, and you get two railways.—(*Mr. Shadbolt.*) We know nothing of the Brighton line, we only know the Croydon line.

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2704. By this plan you go into the Greenwich line, then you go into the Brighton line, then you leave the Brighton line, and go to your own station?—It is the Croydon line.—(*The Witness explained on the Map*).—It is an arrangement with the Croydon and Brighton. I only know the Croydon Railway.

2705. *Chairman.*] (To *Colonel Landman.*) In what direction does your railway run, the Greenwich, according to the points of the compass?—East and west.

2706. Which side of you is your junction with the Croydon Railway?—On the south side.

2707. On what side is the station of the Croydon Railway?—On the north side.

2708. How do you mean you do not cross your Greenwich Railway in coming from the Croydon side to the Croydon station?—I do not mean to say we do not cross it, but I say if it was on the south side, we should cross it in the same manner; though reversing the order, they must cross it.

2709. On which line of railway you have two lines?—We have two lines.

2710. On which line do you cross the line towards Greenwich?—On the left hand; some of the carriages go on the north side, it only reverses the order of crossing; in this case carriages from Brighton will not cross the line; it is crossing one line to fall into the other.

2711. Mr. *Loch.*] You answers are all applicable to the Greenwich Railway continuing with two lines of railway only?—Certainly; if there had been four lines, we need not have mixed our carriages in the same way.

2712. There is space enough for a third line being constructed on the south side of the Greenwich line, between the point of junction and the station, is there not?—No doubt there is.

2713. If a third line was constructed, that would obviate almost all the difficulties the Committee feel on the subject?—Then the station would be on the wrong side.

2714. Mr. *Freshfield.*] As to the matter of fact, there must be a crossing either going to the east or coming to the west, unless the line of the Croydon is on the south side?—Unless it is entirely separated, you cross by the side of the Greenwich Railway.

2715. *Chairman.*] Unless you had two fresh lines running parallel?—Yes.

2716. Sir *J. Guest.*] Would a third line do you much good, unless you had a fourth line; if you had a third line, you might use it either way?—With such a traffic as will most likely come on the contemplated Brighton and South-Eastern lines, I hardly conceive one line, while you are about it, would be the best way of doing it; it would give some facilities.

2717. In what way?—By making the Brighton, South-Eastern, and Croydon run entirely on that one line.

2718. Then you could not make the carriages run back on the same line?—Yes.

2719. Would not that increase the danger?—Not at all.

2720. Why do people adopt two lines?—On account of the length. Here we only have a mile and three quarters; three or four minutes clears you from the London into the Croydon line.

2721. You would not use the same line both ways for carriages?—Certainly.

2722. Lord *G. Somerset.*] The real difficulty is the erection of the station for the Croydon traffic on the north side; but there is no real difficulty in having that station on the south, except that it happens to be erected on the north?—No, that is all.

2723. Do you agree with what was said by Mr. Shadbolt, in an answer to a question put some time ago, that the Greenwich Company keeps the Croydon Company more in their power by sending them across the line, than if they did not?—I do not see much is to be got in that respect.

2724. That did not enter into the view of the directors?—It did not form any part of my consideration.—(*Mr. Moxon.*) The thing was made at the suggestion of our engineer.

2725. Lord *G. Somerset read Question* 1744, *and the Answer of the Witness.*] Can you explain that question and answer in any manner?—I cannot give a distinct answer to that; the only reason I should have thought why I could explain

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it at this distance of time is, the whole of that ground, or nearly the whole the Croydon Railway possesses, was in our possession; they could buy it at one purchase, whereas if they had gone to the other side, they must have gone to Parliament for a large increase of property not scheduled before; that may have been one of the reasons.

2726. You mean the Croydon Railway?—Yes.

2727. Do you consider it would be very easy to join on additional arches, so as to extend the breadth of the railway?—Certainly; it is now done at the junction of the Croydon; that is done on the very worst ground we have on the whole line.

2728. You think it easy to join on arches to those already in existence, so as to afford a possibility of making four instead of two lines of railway?—Yes, no doubt.

2729. Without an enormous expense?—The money is another point.—(*Mr. Moxon.*) The Greenwich Railway has bought and cleared the space all along the line on both sides.

2730. Lord *G. Somerset.*] Do you mean they have cleared space enough to admit of the formation of two lines, in addition to those in existence?—Certainly. There are 24 feet on each side, and the railway takes only 22 between the walls; of course, if we formed four lines, either that wall would be common to both, or might be taken down altogether; you might gain the space of it.

2731. Then we come back to the original proposition, that the real difficulty exists in the erection of a station on the north rather than the south side?—I cannot afford the Committee information as to the causes of that; if it be contemplated to add to the width, it would be a difficulty, certainly.

2732. The great loss of money would be that erection?—Yes.

2733. In case it were determined to make an additional line or two lines on the south side of the Greenwich Railway, from Tooley-street to the junction of the Croydon, the extension of the station on the south side, together with your present station, would not go to the Companies using the Croydon, Brighton and South-Eastern Railways, leaving the Croydon station for the use of the Greenwich Company?—That is a question that comes on me suddenly; it is a question which would require a great deal of consideration. I am not aware of the dimensions of that station which is supposed to be offered in exchange; it would take more time to answer than I could take the liberty of occupying.

2734. Sir *J. Guest.*] If the station had been on the other side, it would have been more convenient for making a junction; if you had contemplated making a double road all the way from the junction, you ought to have had a station on the other side?—Yes, if necessary to have an increased width of railway, it would be more convenient to have it on the same side as the increased width.

2735. *Chairman.*] I find in the answers given by the Chairman of the Greenwich Railway, it was said the South-Eastern were anxious to have come in on the other side, to have had their station on the other side; was that the case?—(*Mr. Tyndale.*) I am not aware that there has been any application for a station on behalf of the South-Eastern Company; it has been at various times under the consideration of the board, but they never came to any conclusion about it, nor do I know that at any time it has been seriously considered; it is a subject that passed across one's mind, and was discussed slightly, but never with a view to come to a final determination.

2736. I find this stated by the Chairman of the Greenwich Railway, Mr. Shadbolt; he is asked what was the reason for applying the land next the river to the Croydon station; answer, "I do not know what the reasons were; they wished to come on the other side; we did not choose they should, for we thought it more advantageous to leave it to other parties"?—(*Mr. Tyndale.*) That refers merely to the Croydon.—(*Mr. Shadbolt.*) I told you at first I did not know; the Secretary knows.—(*Colonel Landman.*) That is a hasty answer, not borne out by inquiry.

2737. (To *Mr. Moxon.*) Did the Croydon wish to come in on the other side in the first instance, but find difficulties in doing so?—If the hospital land had not interfered at the end of the Greenwich station, we might have preferred, perhaps, at that time, coming on the south side, but we never have seen practical inconvenience in making the station on the north; on the contrary, I can say distinctly, from my own recollection. The engineer must state his own impressions, which, being professional, may be more valuable to the Committee; my

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own impression was, and I am clear, that of the directors of the Croydon Railway, when they found a vacant space cleared off by the Greenwich Railway on the north, we should have preferred it for an access to the cabs and omnibuses to London, because it would be so much clearer on the north side than the south side; we thought it would make a much more convenient station for the public if made as at present on the north side.

2738. Mr. *Loch.*] (*To Mr. Moxon.*) Would it not have been more convenient, if the Greenwich had adopted the station you now have, and you had taken that which the Greenwich now have?—As to the country traffic to come over the Croydon line, probably that might be the case; we cannot find, from the working of a few days, any practical inconvenience in following out the Greenwich train, nor any difficulty in the junction of the two railways, as on all the other railways they do so; on the Grand Junction, on the Manchester and Liverpool, on the Preston and Wigan, and some others they join them finally; and we see no practical inconvenience, none at all.

2739. How often do the Greenwich trains start?—Every quarter of an hour.

2740. Under ordinary circumstances?—Under the usual circumstances; the exception being the other way.

2741. Under extraordinary circumstances how often have they been known to start?—(*Mr. Shadbolt.*) In the holiday time every five minutes, that is, Whitsun Monday and Tuesday, and Easter Monday and Tuesday; and in winter, every 20 minutes, on ordinary occasions.

2742. *Chairman.*] How often do your Croydon trains start?—(*By Mr. Moxon.*) Once every hour; omitting two hours in the middle of the day.

2743. (*To Mr. Harman.*) When the Brighton line is in operation, how often do you propose those trains to start?—I should imagine five or six times a day.

2744. And the Dover?—(*Mr. Tyndale.*) I cannot answer, I should think just as often as the Brighton, perhaps oftener, certainly there will be a night train.

2745. Sir *J. Guest.*] (*To Mr. Moxon*) You were speaking, Mr. Moxon, of some other lines; do you know other railways in the kingdom where there are two or three railway stations joining each other, and coming at the same place, and departing off together?—Two or three stations? Yes, I think Lime-street, Liverpool, is the centre of more railways than the Greenwich.

2746. Is there more than one station at Liverpool?—Only one station, called Lime-street station.

2747. Do you know any railroads which have stations at the termini of lines together?—Not separately, but united; in reality they are so situated; I am speaking of the space in our station compared with the space of the Lime-street station. Our engineer is prepared, I believe, to say, that the measurement in feet over the two stations is very much if not quite the same.

2748. Do you know a railway that runs into another with the same carriage that goes on to the end of the line, the terminus?—The Grand Junction Railway joins the Manchester and Liverpool.

2749. Are you not aware that they take up separately; each company takes up and goes on with it?—No; we understand the carriages that start from Birmingham go through to Liverpool always with their own engines.

2750. Do they start at all so frequently as on the Greenwich Railway?—I should be wrong if I said they did start so often as the Greenwich Railway, or the Croydon; but when you come to cast up the amount of the heavy trains with the light trains that come on the Manchester Railway, and the Manchester and the Grand Junction arrivals, on a comparison of all, you would find the traffic of the Manchester and Liverpool at the junction, or the danger and the traffic, to be as great upon that as upon the Greenwich.

2751. You are aware some accidents have happened on that part of the line?—Yes. And that, we wish to say, considering the value of the ground, and the immense outlay upon railway junctions, cannot be avoided, and it is quite clear that some risks cannot be avoided, any more than they can in the public streets; all that can be done under the circumstances is, that a good look out should be kept that the men in charge of the switches, one of the principal dangers of junction, should be selected from a sober class of persons.

2752. Do you expect difficulty to arise from persons coming to go by four different lines having the same place to come to?—Not at all.

2753. Outside the railway, the approaches to the station, what space is there?—Certainly

—Certainly, there is no difficulty; I do not see any danger; there is plenty of warning.—(*Colonel Landman.*) As much space as you have at London Bridge.

2754. Sir *J. Guest.*] Is there as much room outside as there is at the Great Western Railway. As much room for approach by the streets where you have four railroads meeting as these do?—(*Mr. Moxon.*) I should say not; all we can say is, the Greenwich discharges more traffic than any other railway in the kingdom, and there has never been any complaint of want of space.

2755. Is there a railway for carriages, or carriage passengers?—No.

2756. Does it not require very much more space for the approaches to a railway taking carriages and coaches than foot-passengers?—It does not appear to require more space for the Tooley-street; the place of junction happens to be remarkably wide.

2757. Have you space all round the junction, on every side?—Yes; we have one space for passengers, another for carriages.

2758. Outside those walls, is there space clear of houses for the approach of carriages on those different lines?—The engineer will perhaps answer that question.—(*Mr. Gibbs.*) A great many houses have been pulled down. I should not like to give an opinion as to the space of ground; I could furnish a map that would show.

2759. Do you know the station at Maidenhead?—Yes.

2760. The space for one railway?—Yes.

2761. Is it so large as for those four railways?—I think not.

2762. Do you think that sufficient; if they have that space for one, do you think less than that would be sufficient for four railways to join?—All round the outside of this there are a great number of spaces of ground belonging to the companies, both for goods and passengers traffic; no buildings will be put on the space until it is seen what necessity there is for giving accommodation for hackney-coaches.

2763. Does it follow you will have sufficient space for foot-passengers?—No, I am speaking of carriages.—(*Mr. Moxon*). There is another point I wish to impress on the Committee; I believe the Committee does not refer to the evidence I gave on a former occasion, as to the discharge of our traffic at our station, exceeding the accommodation down the line. Our line, in the Greenwich meadows, joins the Grand Surrey Canal, where there is a wharf for the reception of coal-barges, lime, timber, and all other heavy commodities; from whence they can be better received and sent than they can in Tooley-street. There is one more observation, which will completely finish that subject, as to repairing-sheds for engines, which are usually attached to other railways, besides the loading and unloading of goods, discharged from our station at New Cross, one mile and a half down the line.

2764. Sir *J. Guest.*] As I understand the plan, there seems to be provision for foot-passengers only?—Yes.

2765. What provision have the Brighton, Dover and Croydon lines made for the reception of gentlemen's carriages going down the line?—(*Mr. Gibbs*). Then there is Canterbury-square; we have purchased the whole of the houses all round the square; we have left one part of the square unoccupied with buildings for the purpose of gentlemen's cariages drawing into the station.

2766. On what part of the line do you bring gentlemen's carriages?—That is what I was alluding to; in Canterbury-square (*pointing to the plan*); there is a large plot of ground near Tooley-street, called Canterbury-square, and that is left open for the purpose of gentlemen's carriages, and waggons with goods, drawing into it.

2767. Where do you propose those trucks to come into those lines?—An opening is left under the arches at the point coming into Canterbury-square; there is an inclined plane here (*pointing to the plan*), that is intended to have an engine fixed to it, a 10-horse engine, for drawing them up to the top, where they will be put on the trucks. The whole of this space is left for spare carriages; there are turn-tables for bringing them into the regular train, and all underneath the station is laid out for the purpose of putting spare carriages, so that it doubles the whole area of the station; the area of what is coloured pink is one acre and 142 yards; that doubles the space. On the north, we have pulled down a great many houses, and the space is not intended to be occupied as a building-ground till it is seen what accommodation is wanted for hackney-coaches and cabs.

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2768. Will the carriages going to Dover and Brighton come there?—Yes; it has been built with a view to that accommodation; it is built for the purpose of the Brighton and Dover, as well as the Croydon; a part is left open not to be built on, a large triangle in front of the station, belonging to the Greenwich, with buildings on, till we see what accommodation will be wanted for the carriages.

2769. Where do you get your water?—From the Southwark Water Company, at this water tank;;the water crane stands between two lines; there is a triangular place left vacant; all those pieces of ground added to it will be as great an accommodation as is attached to any railway station.

2770. Taking this to be your station for Croydon and Brighton, do you propose to divide the passengers?—No; they will all walk into one passengers' shed, which we conceive large enough. I conceive that the Brighton and Croydon and South-Eastern, as far as Merstham, will probably be one train, not a divided train; perhaps there will be intermediate trains part of the way.

2771. *Chairman* to Mr. *Shadbolt*.) You stated that your trains started every quarter of an hour; how many times a day do they start?—From eight in the morning till ten at night, every quarter of an hour.

2772. That is 56 times; your trains start 56 times in the course of the day?—From each end.

2773. Making 112 times a day?—Yes.

2774. I understand the Croydon starts every hour?—(*Mr. Moxon.*) Once an hour.

2775. How many times in the day do the Croydon Railway trains start?—(*Mr. Moxon.*) 11 times each way.

2776. That would be 22 times?—22 times.

2777. How many hours is your railway day?—From 20 minutes past eight in the morning till 20 minutes past nine at night, excepting two hours in the middle of the day.

2778. The Brighton would start about what time?—(*Mr. Harman.*) It is merely conjecture. I cannot give you positive information. I should think they would start six times a day each way, and start at the same time as the Croydon, and go with it as far as Croydon, and then branch off, so that there will not be so many starting periods; we should avoid great difficulty in starting with the Croydon train, and running with it to Croydon.

2779. Your 12 times would be only 6?—Would be merged in the others.—(*Mr. Tyndale.*) I must say with respect to what has fallen from Mr. Harman, I cannot be bound to go down only as often as the Croydon, if I can help it, nor at the same hours; I should go if it were convenient; I should object to being bound down to the hours of the Croydon; I mean to have full licence and liberty to start when I shall think it convenient to the passengers on the Dover line.

2780. Supposing that the Brighton went with the Croydon train, as has been stated by the chairman of the Brighton Railway, which would reduce its startings to 6, that would make altogether 152 startings in the 14 hours, would it not?—(*Mr. Harman.*) I think you are right; if there is a proper understanding with the companies, I can see no difficulty in the engine taking a different traffic as far as we go.—(*Mr. Moxon.*) The two engines carry the double train up.

2781. Would not that be one starting every 5 minutes and a half?—(*Mr. Shadbolt.*) No, that could not be.—(*Mr. Harman.*) Taking each end, it would be at either end once in 11 minutes.—(*Mr. Shadbolt.*) The regulation of all the lines that come in the Greenwich is, that they are always to be subservient to such regulations as we adopt, therefore the Brighton, South-Eastern, and all, would come into the same regulations. The chairman of the South-Eastern said he should not be bound by the same time; I beg to assure him, or the Committee rather, that the regulations must be in conformity with what the Greenwich think right, for they are the controlling power; they have bound the Croydon to that system; we shall know nobody but the Croydon; the Croydon must make other regulations with the other parties in the same way consistently.

2782. Mr. *Thornely*.] It would be easy for you to make regulations for the time of the departure of the South-Eastern and Brighton Railway trains, but it would not be at all in your power to make arrangements by which the exact time of arrival should take place, coming at so great a distance?—(*Mr. Shadbolt.*) Certainly

tainly not.—(*Mr. Tyndale.*) The chairman of the Greenwich Railway is wrong in his law; so long as I do not interfere with his trains, I have a right to put my carriages on his railway at whatever time I think fit; otherwise it would be a most intolerable monopoly the Greenwich Company would have, for they would have the full power of spoiling the trade of the other three lines; I do not think the construction of the statute is such as gives them that right.

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2783. Mr. *Freshfield.*] You apply that to the right of all persons using their own locomotive power?—Yes.

2784. Lord *G. Somerset.*] It is the right of all persons to use the Greenwich Railway as long as they think fit?—Yes.

2785. That is the only control, that they shall make regulations for the parties going on their railroad?—Yes.

2786. Do you conceive that their general power does not restrict other parties from using the railroad at certain hours?—I believe it will prevent other parties using the railroad at any hour the Greenwich think fit to use it, but at other times it is open to other persons who come on it.

2787. Suppose the Greenwich say this: we intend to start trains at eight, and contemplate you must allow a quarter of an hour to elapse for the arrival of that train at the terminus; to prevent collision, no travellers shall come on till a quarter-past eight; do you think they would have power to say that?—I think they would; that is reasonable.

2788. In the same way they might say, you shall not come till five minutes past eight?—Yes.

2789. But suppose they put on so many trains as to enable them to say with justice, you shall not come at five minutes, but two or three minutes, and no other time; do you think they have power to do that?—I think so, but it would amount to a total prohibition, so far as other companies are concerned; I believe they have full power to do so.

2790. Consequently they have power of preventing your ever arriving at the terminus practically, though they may not have it theoretically?—Yes. I only want to put a protest against not being bound by what I say now, that it may not be thrown in my teeth that I said differently on one occasion from what I said at another.

2791. Suppose during the Whitsun week and Easter week they run trains every five minutes, they can stop the whole trade going on your line from arriving at its destination?—Yes, if they chose to do anything so very unwise; but there is one plan by which every one of those difficulties could be obviated, if it could be adopted; but it would be very expensive; it is taking St. Thomas's Hospital, and opening a station to St. Thomas's-street; that would be the south side of the Greenwich line; there would be no necesssity to cross it, and ample space might be got for the accommodation of both the Brighton, South-Eastern, and Croydon trains, if necessary.

2792. *Chairman.*] Would that imply taking down St. Thomas's Hospital?—Yes, and I believe it would imply the necessity of taking down St. Thomas's Church.

2793. Under this plan there would be no necessity for crossing?—Not the slightest; if we could stop short of St. Thomas's Hospital, merely taking down the church, we should get a good station in St. Thomas's-street; it is rather farther off than the Greenwich, but it would have the advantage of being totally independent of the Greenwich; they might go every minute; it would never interfere with either of the other three lines if the station could be obtained; the only difficulty is, that it is expensive.

2794. Sir *J. Guest.*] Could you not get a station further along the road?—We cannot go very far down the road; it would be so inconvenient to passengers; St. Thomas's-street has a very ready exit; it is a wide street; St. Thomas's Church would be where the station could come conveniently.

2795. Mr. *Freshfield.*] Is there not room in part of the garden belonging to the hospital, where there is a space that might be opened to the High-street, Tooley-street?—Yes; it is small; it would not give us room enough; my firm conviction is, there must be different arrangements made, both as to the Greenwich and Croydon stations, before ever there can be accommodation to the Dover alone, or the Brighton alone, far less conjointly.

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2796. Lord *G. Somerset.*] Have you ever contemplated any other terminus than this?—It has been contemplated.

2797. Is there not a space between Dent-street and Garden-street?—I cannot say. I conceive, from my general knowledge of St. Thomas's-street, a good terminus might be got there; it is expensive.

2798. Though the ground is not clear, there is a space without interfering with the church or the hospital?— I think, as far as my recollection goes, there is nothing but a small garden with a palisade before it; the difficulty is, it is considerably below the level of the Greenwich line; they would have to make an inclined plane for carriages to ascend.

2799. The terminus you mentioned before was nearer the Elephant and Castle?—Yes; so far as the Brighton and Dover are concerned, it would be found to be better; it would not accommodate the Croydon; it would be disadvantageous to that; the Dover Company would be adverse from doing anything injurious to the interests of the Croydon, provided they were consistent with their own; they cannot sacrifice their private property to the Croydon; they would be very glad if they could be made to run together.

2800. When you say the interests of the Croydon, do you mean to say, it would sacrifice their interests by taking off a great deal of the traffic for which you now pay mileage, or prevent persons making use of the railway a short distance?—It would only deteriorate the value of the Dover, Croydon, and Brighton traffic mileage.

2801. You would come on the Croydon a considerable distance?—No, we cross it; we never come on it at all.

2802. Your contemplation was this; suppose you made a terminus near the Elephant and Castle, yours and the Brighton would be continuous lines, only crossing the Croydon into your respective lines?—Yes.

2803. How would you propose to cross that line, under it or over it?—We should go over it; we cross it at the foot of New-Cross station, and are on a level if we crossed at the top of the inclined plane.

2804. You would think arrangements might be made by which you might go over it?—Yes, very easily; when the South-Eastern was first laid down, it contemplated crossing by an elevation above the assumed elevation of the Croydon; we proposed to cross it 40 feet above it; since we have been compelled to take up the Croydon line, running at a point nearer to Croydon, as the ground is elevated by nature, we cross it, as things now stand, on a level, by arrangement; by extending the Brighton another mile or so, it might be brought to cross at the foot instead of at the top of the inclined plane; then all difficulties would vanish.

2805. *Chairman.*] What is the speed at which the Greenwich trains go?—(*Colonel Landman.*) The greatest speed is 28 miles an hour.

2806. The ordinary speed?—About 22.

2807. The whole distance is what?—Three miles and three quarters; we hardly ever get up our speed until we are obliged to check it; it is not easy to get the whole speed up unless we have a very light train; we have not room to get it up with a light train; we go 30 miles.

2808. You just get the fastest at the proposed junction of the Croydon?—Very nearly about that spot.

2809. Mr. *Thornely.*] Your trains do not stop at the Croydon to land and receive passengers?—No.

2810. Sir *J. Guest.*] Suppose it is the Easter week and Whitsun week, you depart from the station 12 times an hour?—It is only part of the day the great expedition is required.

2811. Suppose you go once in every five minutes?—From two o'clock in the day till 12 at night, the trains run at that speed. They do not go very fast at that time.

2812. Suppose you depart 12 times an hour, you arrive as many times in the course of an hour. Suppose the switch where the crossing is has to be turned every time on other lines crossing, does not that involve the necessity of moving that switch once every three minutes during the course of that time?—That would not be the case.

2813. He crosses your line here?—Yes, but the switch would not be moved in that case, only when the Croydon had communication with us.

2814. *Chairman.*] How do you propose to guard against accidents in those crossings?—(*Mr. Shadbolt.*) By having men stationed with signals.—(*Colonel Landman.*) There is a great variety of ways by which the danger of any collision might be prevented; at present there is an arrangement which I think would take place if any appearance of danger presented itself, that is to make signals at the distance of a quarter of a mile before we come to the junction; that might be done with a lever, as you have with switches; showing a different coloured light to that which would then be existing; showing a red light a quarter of a mile before we come to it, on each side of it; in that way notice would be given at a quarter of a mile from the junction, to prevent the possibility of danger; a train might break down, another might run into it; if it happened, this lever would be put in action to alter the colour of the light so as to give notice at a distance that they should not proceed without further orders; that is one way; there are many other ways, by placing (perhaps it is rather speculative), placing the Waterloo cracker on the rails, which would necessarily be broken by the wheels, that would give an explosion which would warn that engine immediately of the danger ahead. In that kind of way, a variety of other signals might be devised which would give notice at considerable distance, that there was something which would prevent the train from going on.

2815. You do not propose to stop absolutely?—Decidedly.

2816. You do not propose to stop absolutely the carriages at the junction?—Always, invariably, until the man at the junction shall give orders for them to proceed, for by stopping they would be at such an easy rate, if any objection did exist to their proceeding, they must submit to the delay of one or two minutes, never exceeding that.

2817. Suppose you stop one train, of course there is another train coming at the end of 11 minutes?—There is the Croydon and Brighton line that would be stopped, not our own trains; we should not stop our trains, only those coming from Croydon.

2817*. Suppose an accident happened to the Croydon train just as it was getting on your line?—We must stop by the same signal.

2818. And the Greenwich train would be stopped?—Yes, necessarily.

2819. The one that came at the end of 11 minutes would be stopped also?—Yes, unless there was a succession of signals to communicate to the station, which would be the case.

2820. And in an hour you would have an accumulation of five or six trains?—If it was neglected, certainly.—(*Mr. Gibbs.*) The train down would take the intelligence of a train stopped.—(*Colonel Landman.*) If the train was going down it would prevent others going down, but the other would bring the news, so that it could not be beyond one train.

2821. *Chairman.*] Suppose your Croydon train coming up, crossing your down line, as it does, would not that, if an accident happened, produce an accumulation of trains both ways, if your trains both ways were coming up and going down?—I think not, with proper care; with any arrangement of signals; I think a rocket, or two rockets, or three, or a gun, or a light, a blue light, a variety of ways could be adopted to convey that to the station; the distance is so short the rocket would be seen very easily.

2822. Your whole expectation of preventing accidents depends on the signals?—Not at all; on stopping carriages there.

2823. On stopping carriages in consequence of a signal?—No, not in consequence of the signals. I must invariably stop them at the junction; they never could come on to the Greenwich line without pulling up and receiving orders to proceed.

2824. Mr. *Thornely.*] Will the director of the Croydon line state whether the trains stop at the junction?—(*Mr. Moxon.*) Invariably the speed is checked; the understanding that I have is this, that if every thing is clear in the switches place, they pass immediately from the Croydon line to the Greenwich, on to the south side; and on coming out, in the same manner, when arriving near the junction, the speed is checked; if every thing is right they pass as speedily as they can across the Greenwich.

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2825. Will the engineer state whether trains absolutely stop when they arrive at the junction with the Greenwich line, or whether the speed is only checked? —(*Mr. Gibbs.*) They have orders to stop, but very frequently, mostly, the road is open, the man at the switch rails makes the signal that they may go on, therefore they proceed; they come to a standstill till they have orders to proceed.

2826. Mr. *Greene.*] Your answers have been, that you dare say such and such things would be done; what I want to ask is, as the Croydon at the present moment is working on your line, what are the regulations actually laid down?—(*Mr. Shadbolt.*) Here they are, printed.

[*The following Document delivered in.*]

LONDON AND CROYDON RAILWAYS SYSTEM OF SIGNALS.

Junction at Corbet's Lane.

Lighthouse for Signals at Night.

At all times when the switches are in proper position for the Greenwich traffic, a white light will be shown from the lighthouse on all sides.

When the switches are in position for working the Croydon line, then a red light will be shown on all sides.

Day-time.

A circular disc or plate, painted of red orange colour, and revolving on a pivot, will be turned edgeways, so as not to be visible when the switches are in position for the Greenwich traffic.

When the switches are in position for the Croydon traffic, the disc will be turned so as to be seen in full both on the Greenwich and Croydon lines at the same moment.

Marks by which to distinguish the Greenwich from the Croydon trains at night.

The Croydon engines will carry a double white light in front.

The Greenwich engine not to carry any light in front.

Both Greenwich and Croydon trains to carry a red light attached to the last carriage.

Croydon Trains leaving London by day.

The conductor will sit on the first carriage, and display a red ball at the end of a rod, which he will hold out on the right-hand side.

Two switch-men to be employed at the junction, to work and attend the switches.

Enginemen on the Croydon Railway to be instructed to slacken speed at all times when approaching switches, in sufficient time to stop the train with the tender break, if the switch signals are not made.

Entrance to London Station at Night.

When the switches are in position for the Greenwich traffic, a white light will be displayed at the switches, throwing a strong glare of light down the Greenwich line.

When the switches are in position for the Croydon traffic, the white light will be changed to red.

The Croydon engines may be distinguished from the Greenwich by carrying a double white light forward.

By Day.

When the switches are in position for the Greenwich line, an orange red disc or plate will be turned edgeways so as not to be visible.

When the switches are in position for the Croydon traffic, the disc or plate will be turned so as to be fully visible either way.

The Croydon train may be distinguished by the conductor exhibiting a red ball at the end of a rod on the right-hand side.

From the Junction to Croydon.

At Night.

After the trains pass the junction with the Greenwich Railway, a white light will be shown on the fore part of the engine, and a red light on the last carriage.

There will be shown at the gates when shut, two red lights, and when open, a white light on the left side and a red light on the right-hand side; or when both sets are open, two white lights, the red lights being turned towards the public road.

When any switch is set to turn out of the main line, a red light must be shown on the left hand road.

The police showing a white light held steady, is a signal that all is right, but if waved, is a signal to go slow. If a red light is shown and waved across the railway, it is a signal to stop.

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Day-time.

A white flag held upright to the shoulder of the police, standing at an angle of 45 degrees, looking to the left line of rails, and between the two lines, as at figure No. 1, all is right.

Holding a red flag over the rails, as at figure No. 2, go slow.

Holding up a red flag with one hand and a hat in the other, or extending both arms, and standing on the left hand line, as at figure No. 3, stop.

A red ball placed on an upright rod at the left hand side of the left road, signifies that further on at a distance of 400 yards, men are at work, and the engineman must therefore sound the whistle.

In all cases where a disc or circular plate, painted orange red on the top of an upright pole painted white, is placed across the railway, so as to show a red spot, the engine must be stopped, and when nothing but the pole is seen, the engine may go on.

2826.* Does it state here what would be the effect in case of a fog?—(*Colonel Landman.*) I have not seen the regulations.—(*Mr. Shadbolt.*) The regulations were made by the two Companies united; they were considered by both before they were printed.—(*Colonel Landman.*) In case of fog the mode of making signals most efficacious would be by the lever showing an altered light.

2827. In a very thick fog if the lever was not discerned?—In that case they would go so slow there would be no danger. I should apprehend none, by going so very slow in a thick fog, at the junction tolling a bell, beating a drum, or a whistle at the end.

2828. Is the whistle made use of as a signal?—(*Mr. Gibbs.*) Always in approaching the station or getting near the station, always, under any circumstances. But there is a lighthouse at the junction with a very powerful light, under ordinary circumstances you can see it three or four miles off; in a most severe fog you would see it a quarter of a mile off, plainly.

2829. Sir *J. Guest.*] How long are you travelling from the station to the place of departure from the Croydon-road to the lighthouse?—Three minutes, or three and a half, or four minutes.

2830. Supposing, during the busy time of the year, the Greenwich railway train is going every five minutes, you are going the intermediate time, is it not possible the other engine may be on the road; suppose an accident happened to the Croydon train near the junction, could it not be the case that the other would have departed and left the station before they gave the signal?—They would carry a light, which they would show in case of obstruction.

2831. Are you not aware accidents have happened on the Grand Junction, where they carry very strong lights?—Certainly, they have.

2832. There will be considerable danger?—I have travelled on the Grand Junction; the speed is very great; I suppose in a fog, if they kept up half the speed, it would be too much to enable them to pull up before they saw the light.

2833. Have you a doubt at all, if there were separate stations for this road, it would be a very great advantage, as far as the public are concerned?—It would tend materially to remove the difficulties.

2834. Looking to the public interest, would it not be essential they should be separated?—Certainly.—(*Mr. Gibbs.*) As to the dimensions of the station, the station is nearly as large as the one of the Birmingham Railway; it is intended to be built sufficiently capacious to accommodate any other railway that might use it. We have never apprehended any necessity for enlarging the station. As to the trains starting, it is always supposed, up to the present time, the same engine which draws the Croydon traffic, will take also the Brighton and South-Eastern traffic, the same as is done on the Birmingham line, the short traffic goes by the same engine. The Croydon Railway is on a level the whole way, so that it takes the largest load, having an assistant engine up the inclined plane.

2835. Mr. *Loch.*] How long is that?—Two miles and three quarters, the ascent is one in 100.

2836. That is pretty nearly as great an ascent as on the Liverpool and Manchester?—Nearly; not so much.

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2837. And that assistant-engine is required in moderate trains?—We do not use one at present.

2838. When you combine all the three?—Then we will do so; and take the whole three trains together, either the Brighton or the South-Eastern traffic, the Croydon traffic, or the Croydon, the South-Eastern, and the Brighton, might be arranged with the three.

2839. Lord *G. Somerset.*] All those regulations are for the trains leaving London, not their arrival?—Then it would be combined, the three trains arriving in the same way,

2840. Do you think it possible to keep your time so exactly as to combine the trains in that way?—If they are a few minutes behind time, they will stop at the junction till the next Greenwich train passes, and then follow it.

2841. Do you think it possible for the Brighton and South-Eastern to keep their time so accurately, under all the circumstances of weather, as to get up with your Croydon train at precisely the same minute?—Undoubtedly to go to Croydon.

2842. To arrive in London?—Certainly not; if they are five minutes behind, they must wait till the next Greenwich train has passed, and then enter London.

2843. You contemplate the Croydon train to start at one o'clock, and wait till the Brighton and Dover trains, which ought to arrive at one o'clock, do arrive?—No; I suppose when the Brighton trains come, they then add more carriages to it, and the Brighton train brings up the Croydon traffic.

2844. And which Croydon traffic is to wait for the Brighton traffic?—Yes, and proceed with it.

2845. Do you mean the Brighton and Croydon traffic would wait for the South-Eastern?—Yes, and combine it altogether.

2846. Suppose the South-Eastern or the Brighton happens to be behind the other from any accident, you would still keep the Croydon traffic waiting for the arrival of the missing train till it does arrive?—Yes; it is the same on the Birmingham and Great Western Railways now; the shorter distance waits till the longer one arrives, unless they run extra trains; I have no doubt we should be compelled to run extra trains to Croydon, in addition to the Brighton trains.

2847. You think there must be extra trains?—Yes, to Croydon, but the time the Brighton goes it would be combined with the Croydon.

2848. I am talking of the trains to Croydon and London; you think you must have extra trains besides those sent with the South-Eastern and Brighton?—Yes; if the Brighton have six trains a day, we must have four in addition.

2849. If the South-Eastern have six, how many then will run on the Croydon?—It would be the same; the South-Eastern and Brighton would be combined as far as Merstham, and then there would be a new train with another locomotive engine to go on to Dover and Brighton.

2850. Mr. *Loch.*] Do you propose that the Brighton and South-Eastern trains are to stop at the junction of these two railroads, waiting for each other, in the same way as you propose the Croydon trains should stop for those two trains so combined when they arrive on the Croydon?—I do not understand.

2851. Do you propose that the Brighton train, or the Dover train shall, as it may happen, whichever comes first to the junction of the two railways, wait for the other train before it comes on to the Croydon railway, as you propose the Croydon should wait for them, and then proceed to London altogether?—That is what I imagine will be the effect of opening the three lines.

2852. Will the weather that affects the speed on the South-Eastern line always affect the travelling on the Brighton line in the same way?—It will mostly affect both.

2853. Will not the wind have a material effect on the one in a way that will not affect the other?—It might have, but I do not think it probable.

2854. Is not the result of the experience on the longer railways between this and Liverpool such, that you cannot calculate with certainty, within half an hour, upon the arrival of any train whatever?—It is so; the longer the line of railroad, the greater uncertainty undoubtedly.

2855. Sir *J. Guest.*] If you had power to make a station at your own expense, would you prefer that to coming along this line?—(*By Mr. Tyndale.*) I do not hesitate to say, I should prefer an independent station.

2856. Then why not have it?—Because of the expense.

2857. Suppose that part of the element of calculation was, that you had to pay the expense, should you prefer making it or joining in it?—We could not raise the money at this moment; it must be an independent company, and not the Brighton and Dover; it was proposed to bring them to the Elephant and Castle, but the power of the two companies together would not suffice at present.

2858. (To *Mr. Harman.*) How do you answer that question, Mr. Harman?—(*By Mr. Harman.*) I should prefer having a continuous line of my own.

2859. At your own expense?—Certainly not; I think that answers the question; I think it far preferable to get to London by the Greenwich than by the Elephant and Castle.

2860. *Chairman.*] Did you consider these difficulties when you passed your Bill, as to having a common line with the Greenwich?—(*By Mr. Tyndale.*) I cannot say I had; I took so little interest in the concerns of the company; it is only circumstances that have placed me in the situation I fill; I cannot say what took place in the origin; since I have been in the chair I know more of it.

2861. Sir *John Guest.*] Suppose you were to make a branch road from the junction to the terminus, at a certain expense, would you prefer doing that to taking a double line, and coming as far as the junction at the Croydon, and making a junction there to the terminus?—We could not do it without additional powers; I think I should prefer it.

2862. Then you and the Brighton would prefer it?—I cannot say for the Brighton, but if the Brighton were to join us, we should have no difficulty in proposing an independent terminus.

2863. Suppose you had the power to purchase that land of the Croydon?—I would rather come to the Elephant and Castle. I would rather have an independent terminus for the Brighton and Dover at the Elephant and Castle.—(*Mr. Harman.*) It is really a question I am not prepared to answer. I do not agree with my friend there; I think we should prefer coming to London Bridge.

2864. Supposing Parliament compel the railway to sell that land to you, and you were to make your junction to the end of the station?—We should have no difficulty from the point of the junction with the Greenwich, up to the London Bridge station.

2865. Suppose power was granted you, on your agreeing, that you should purchase that land, and make your own road from the junction to the station?—That is the last mile and a half; I should have no hesitation in saying we should do it.

2866. Supposing you should come to terms?—Yes; that would do away the possibility of any question of accidents along it.

2867. Do you not think, that that would be a very important question as far as the public were concerned?—I think it would.

2868. What is the objection on the part of the Greenwich?—(*Mr. Shadbolt.*) None at all.—(*Mr. Moxon.*) We should be ready to co-operate in whatever was necessary for public convenience.

2869. If they were to sell your portion, and enable you to make a line of your own, parallel with theirs, to a station of your own, would there be any objection on your part?—None at all; restricting the answer to this, that unless the necessity was demonstrated by great inconvenience caused by the increase of traffic, we should do nothing; but as soon as we could, to oppose the scheme which seems floating in the minds of the South-Eastern Company, we should accommodate the public with a central station; uniting the Brighton with the Greenwich would be an injury to the public.

2870. Suppose Parliament should be of opinion that the public would require that, would you have any difficulty in acceding to it?—(*Mr. Shadbolt.*) The Croydon are bound to us to go our road, they cannot unloose themselves.

2871. But suppose Parliament should say, we cannot sanction this, the public are too much interested to sanction it, which would be working an inconvenience, and would be so dangerous?—(*Mr. Moxon.*) In that case the Greenwich Railway Company and ourselves would have to accommodate ourselves to what Parliament might determine as to that.

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2872. Sir *J. Guest.*] The three companies would accept what has been thrown out, if the Committee report that they think that very desirable?—(*Mr. Moxon.*) Provided it can be shown to us that the traffic is likely to be productive of inconvenience to the public.

2873. Taking that for granted, for the sake of argument, you think there would be no difficulty then?—None at all.—(*Mr. Tyndale.*) It will be quite necessary to give a power of independent management; it must be taken out of the three companies, and placed in some independent body, otherwise, I will answer for it, we shall quarrel. You know as to canals, nothing has been so detrimental to canals as quarrelling between the companies that always had opposing interests, and all parties have lost by quarrelling; if the Brighton, South-Eastern, and Croydon have the management, they will, like those canal companies, quarrel.

2874. Har far do you travel, after entering this line?—From above 22 miles from that point.

2875. Suppose one company were obliged to bring all the traffic along these 22 miles?—Why, then we must submit, though I should be very sorry; yet I would rather it should be so, than that there should be a joint management of that independent terminus, which is suggested.

2876. Are you aware that an opinion has been given before this Committee that it is impossible, or, at least, that it is not practicable, for two or three companies to run on the same line?—I have understood it; I do not know it, not having seen the evidence; I can conceive that practical difficulties may arise from two or three companies running on the same line, but they may be very much diminished if the management is directed by one mind, that is, by one direction.

2877. Would it not be better that one company should take the 22 miles, and bring everything along the line, working it as the Grand Junction works into Liverpool?—As far as the public are concerned no doubt; but it would be a sacrifice of the interests of the South-Eastern, for they would have to give up a portion of their line to the new company; though, as far as the public are concerned, it might be exceedingly advantageous.

2878. Do you anticipate any considerable difficulty in making such an arrangement, supposing Parliament should think it desirable?—Not on the part of the South-Eastern Railway Company.

2879. Suppose this Committee should report that it is very inconvenient and dangerous to the public having these three or four companies travelling on the same line, would there be any serious difficulty in meeting that objection by the plan proposed?—The only difficulty arises from the means necessary to conduct the working of the line.

2880. The line is at present in existence for 22 miles; if that portion belonged to one company, if the four could go together under the management of one company, would there be any difficulty?—If it were to be conducted, neither by the Croydon, the Brighton, nor South-Eastern Company, there would be no difficulty about it, but if it is to be managed by any one of those three, there will be great difficulties about it.

2881. If I understand, a line is made by one company or other for 22 miles?—Yes.

2882. What line is that?—It is partly the South-Eastern, partly the Brighton, and partly the Croydon.

2883. In different portions?—Yes.

2884. Would there be any difficulty in arranging between the companies that one portion of the line, for instance, the Croydon, should have the management of the 22 miles, from the terminus to the point of junction?—I think there would be very great difficulties; the Brighton Railway Company had a right to make the line from Croydon to Merstham; Parliament gave that portion to the South-Eastern Railway Company, or rather the right of purchasing it; since then we have come to an arrangement with the Brighton Company. I believe it has been sanctioned by Parliament since that time, by which that portion down to Merstham is divided equally between the two companies, the South-Eastern Company the lower half, the Brighton Company taking the other half between

between that point and the Croydon, that is, the upper one; then of course when that money is paid, that half the line will be vested in us, the other half in the Brighton; they will mutually run over each others half for nothing.

2885. Lord *G. Somerset.*] In short, you are a check on each other; you force each other to be civil?—Yes.

2886. Sir *J. Guest.*] Supposing there were 22 miles under one mind, as you have properly stated, and you divided the profits in proportion to the work, would not that be a great convenience to the public?—If that one body were independent of the three companies, it would.

2887. If you could consent to a party to act for you for the 22 miles, and divide the profits in proportion, would not that be a great convenience, and a means of safety to the public?—It would; but I do not think we should ever agree as to the independent party who was to act.

2888. Suppose there should be a Board constituted of three parties, one nominated by each of the companies, to work that part of the line belonging to the three companies, would not that be a convenience?—I think we should quarrel.

2889. But would they not be supreme over that part of the road?—It would come to that, that like the two houses of legislature, there would sometimes be a collision.

2890. But is it not possible to make such an arrangement?—If it were an independent company, if Parliament could sanction the making of an independent company, and direct it to protect the interests of the Dover and the Brighton and Croydon lines, it would be advantageous.

2891. It would be worth considering?—Yes.

2892. That would obviate all the difficulties now expected from the three or four travelling on the same line?—I have felt as to these difficulties, that they were only difficulties resulting from opposing interests by the three parties who had got the management of the line; but I do not think there is any practical difficulty in three companies running on a portion of the same line, if there is one mind or one body to direct them. As the Committee will see with respect to the Greenwich line, they have already taken up a feeling against the South-Eastern Company, because I did not chuse to be bound to go at the same time as the Brighton; all these kind of opposing interests will be perpetually occurring. I speak on the information of Mr. Baxendale, a gentleman who has had the deepest knowledge of canal transactions; he says himself, that the injury resulting to the canal from that collision of interests has been enormous.—(*Mr. Shadbolt.*) I beg to say, that there is no feeling taken up by me against the South-Eastern Railway Company. I only mean to say, that by starting at the same period, making as few startings as we can, lessens the injury.

2893. (To *Mr. Tyndale.*) The result is, in your opinion, that it would be very desirable on the part of the public, that a separate line should be made from the junction; that new stations should be made for the other companies, leaving the Greenwich Railway Company to themselves, and if possible, to arrange the next 22 miles under one and the same control?—Yes; but I am afraid you would find the Brighton Company would be exceedingly hostile to that, and with justice, because I felt, that in taking from the Brighton Company the upper portion of their line, and vesting it in the South-Eastern, as Parliament did, it was doing great injustice to the Brighton Company, and I was very happy when an opportunity was given to me, as Chairman of the South-Eastern Company, to recommend a division of the line in two halves, so as to do justice to them; but if you come with an independent proposition to take away that half which we conceded to them, they would be then placed in the same situation as that against which they protested. I do not care so much about it, so far as the South-Eastern Railroad Company is concerned.

2894. You think it is a question of profit and loss?—It is in some sort.

2895. Therefore I suppose terms must be proposed which would be acceptable to them?—I do not think it would be, unless you made them the controlling body, then I think they would take it—(Mr. Harman assented.—(*Mr. Harman.*) I cannot apprehend any danger arising from the traffic of the three companies running on to one point, if there is only common caution observed; you observed on other railroads they run into another railroad, but before they do so, they pull up; there should be an understanding that they should always pull up, until they have notice to go on; it is only necessary for them to stop a minute.—(*Mr. Tyndale.*) The best way of making the proposition would be, to recommend the amalgamation of all the four companies.

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2896. Suppose the Brighton Railroad Company had the whole of that portion of the lines on certain terms; suppose they took the management of the whole line until they came to the station at Tooley-street, they would take their own traffic as well as theirs, but they would leave your traffic at the point where you joined them; then as to the profit and loss, would not that be a question easily determinable between you?—I do not know what my proprietors would say to that; I, for myself, should have no individual objection; but I do not think I have sufficient influence either with my board, or with the proprietary, to induce them to sacrifice the six miles, which, after a great deal of hostile feeling, we have succeeded in obtaining for them.

2897. But I suppose terms might be arranged?—I do not know that under any circumstances it would be agreeable to them; of course, if Parliament compelled them, they must submit.—(*Mr. Moxon.*) We dissent totally from the evidence given by the Chairman of the South-Eastern Railroad Company, as to the necessity for amalgamation; we do not see any corporate amalgamation of the Manchester and Liverpool, and the Grand Junction, and the Preston and Wigan; yet they all use one common terminus.

2898. Sir *John Guest.*] Is it not the fact that two of the companies have the same board of directors among those companies you allude to, the Liverpool and Manchester, the Grand Junction, and the Preston and Wigan?—Not the same board of directors.

2899. But there are the same individuals connected with them?—There may be directors common to both, but I do not understand that there is any amalgamation of the boards; neither as to the Wigan, nor as to the Bolton and Preston, which have two lines which join on the north side of the Liverpool and Manchester Railroad at the North Union; neither of them are united with the Liverpool and Manchester, and yet they use a common terminus both for goods and passengers.

2900. Mr. *Loch.*] The chairman of the Grand Junction is the deputy chairman of the Liverpool and Manchester; and the chairman of the North Union is one of the directors of the Liverpool and Manchester; so that there is a great community of feeling and of interests between the three boards, is there not?—(By *Mr. Harman.*) In the Brighton board, they have a director of the Croydon and a director of the South-Eastern, and in the Greenwich therefore there is in a great measure that sort of feeling to which allusion is made.

2901. Sir *John Guest.*] That does not apply to the mile and a half junction of the Greenwich to the terminus; there you separate?—Yes.

2902. Mr. *Freshfield.*] They are directors of these companies?—(By *Mr. Shadbolt.*) We have a Brighton director on the Greenwich.—(By *Mr. Harman.*) We have South-Eastern directors on the Brighton board, and two directors of the Croydon.

2903. Sir *John Guest.*] Do you not think there was an important distinction between joining on a road on which there is constant travelling every five minutes, as on the Greenwich, and such a line of railroad as the Liverpool and Manchester, for instance?—(By *Mr. Harman.*) I agree that it would be important and advantageous to us to have a line of our own for the last mile and a half, from the junction with the Croydon up to London Bridge. I cannot hesitate to say, that I should see no difficulty in effecting that with an arrangement; I understood the ground was already cleared sufficient to build extra arches, to carry a double line.

2904. Does the chairman of the Greenwich Company see any difficulty as to that?—(By *Mr. Shadbolt.*) It all depends upon the terms; we must not be injured.

2905. Mr. *Thornely.*] You must not lose the toll on your own?—No; it should be so arranged that we should not be sufferers.

2906. Mr. *Freshfield.*] You do not see any necessity for that fine station; you do not wish to buy that?—(By *Mr. Shadbolt.*) No.—(*Mr. Moxon.*) We are not offering it to sale.

2907. *Chairman.*] Is there any suggestion either of you gentlemen would make?—(By *Mr. Moxon.*) Yes; as chairman of the Croydon Railway, I would beg to impress on the Committee, before leaving the evidence as it is, that the terminus in Tooley-street is by no means a station for engines, nor is the Greenwich line, so far as the Croydon, the Brighton, and the South-Eastern traffic is concerned, a goods line, as well as a passenger line. From the junction at Corbet's-lane

bet's-lane to Tooley-street it may be looked upon as a passenger line, distinct from that for goods entirely, or of engines coming in to be repaired and kept.

2908. Sir *John Guest.*] It is not in your opinion convenient to use it for the conveyance of goods, or for carriages, but merely for passengers?—It is only intended for passengers and parcels. It seems a very material element in the consideration of the Committee as to the dangers which have been stated as likely to result from the traffic of the three lines being united.

2909. Lord *George Somerset.*] Where do you propose to put any gentleman who wishes to go in his carriage and proceed by the railroad to Brighton?—I have mentioned passenger traffic, in which I include trucks for carriages; I meant first and second class carriages, passengers traffic, as distinguished from merchandize.—(*Mr. Tyndale.*) If the Croydon station will not answer for the passage of goods, it will not answer for the South-Eastern Railway, because we expect to have great quantities of hops brought up to the Borough market; it will interfere very much with our profits if we are not accommodated with that.

2910. Mr. *Thornely.*] On your Brighton line do you carry goods?—(By *Mr. Harman.*) Yes, goods.—(*Mr. Moxon.*) What I meant was, not these light things, but goods that caused two speeds and two classes of trains on the railway.—(*Mr. Tyndale.*) If you mean to exclude hops and fruit from your railway, it will not do for us.—(*Mr. Gibbs.*) Perhaps Mr. Moxon was under a misapprehension when he mentioned goods; there is a provision at the Surrey Canal, by means of a wharf of 1,000 feet long, for taking coals and lime, and all sorts of heavy materials, which has immediate connexion with the river, so as not to come to London bridge.—(*Mr. Tyndale.*) That wharf will not do for us. I admire that wharf, it is an admirable projection, wherever it came from, but it will not do to stop at with our hops and fruit, and to send them up by the river.—(*Mr. Gibbs.*) The wharf was built for heavy goods; it does not include the things which go with the usual trains. I should include hops, as the Borough is the principal spot for them to come to.—(*Colonel Landman.*) As to the danger of the junction which seems to have occupied attention so much, I will take the liberty of reminding the Committee, that as to carriages arriving, instead of the delay and uncertainty of arrival, which might cause some difficulty when they arrive from Brighton and Croydon, they will come on to the line, and will not have to cross anything. It is only another train coming from Greenwich will have to start; the coming down train from London will have nothing to do with the coming in; the crash would not be great if it did occur, but at the same time it might easily be avoided by the manner of the signals. I am quite sure the whole of the danger can be avoided to as great an extent as it is possible to avoid danger from inland communication whatever. The departures from London must have to cross the line, but that, as regulated, must arrive within half a minute of a fixed time.

2911. Mr. *Thornely.*] You are aware one of the worst accidents was with the Manchester and Liverpool, when the train was going the same way; the one was too late, and the other had preceded it, which ought to have been behind it; that was one of the worst accidents?—That was the cause of the last train from Liverpool overtaking the slow train from Manchester; that was a train of two speeds.

2912. Sir *John Guest.*] Suppose one is propelled by a bad engine, and the other by a good one, it would be the same?—They seldom have bad engines.

2913. Mr. *Loch.*] You stated in a former examination, you have not been long chairman.—(*Mr. Shadbolt.*) Only from August last.

2914. Were you a director before?—No, I never had any interest in the Company till about that time.

2915. You were not cognizant yourself of the various transactions to which you spoke on your former examination?—No; except those which happened since I was chairman.

2916. In your former examination, do you think it is probable you stated some matters to the best of your belief which might not be quite accurate, from want of acquaintance with the former transactions of the company?—

2917. Therefore it is your wish, in relation to those transactions, that that which you then stated to the Committee be taken, as rather an approximation of what you believed to have taken place, than as absolutely correct and accurate?—Certainly.

Martis, 11° *die Junii*, 1839.

MEMBERS PRESENT.

Mr. Baring.	Lord Sandon.
Mr. Childers.	Lord Seymour.
Mr. Freshfield.	Lord G. Somerset.
Mr. Greene.	Mr. Thornely.
Mr. Loch.	

LORD SEYMOUR, IN THE CHAIR.

Thomas Moss, Esq., called in; and Examined.

Thos. Moss, Esq.

11 June 1839.

2918. Lord *G. Somerset.*] YOU are the son of Mr. Moss, the Chairman of the Grand Junction Railway Company?—Yes.

2919. You are in the habit of travelling by railways a good deal?—Yes.

2920. Did you travel by the London and Birmingham Railway in the course of last summer?—Yes.

2921. About what time?—I came up to London at the end of June, and returned into the country on the 1st of July.

2922. Did anything happen to you upon your returning by that railroad, whereby you lost some of your property?—Yes; I lost my trunk on the way.

2923. In what way did that loss occur to you?—I arrived at the Euston-square station by the omnibus, from Chaplin & Horne's office; the trunk was put down there at the door.

2924. By whom was it put down?—By the man who was with the omnibus.

2925. Whereabouts was it deposited?—On the flag, before the door.

2926. Was that flag before the door within the boundary of the London and Birmingham Railway station?—Yes; it was between the gravel and the interior of the office.

2927. It certainly was within the station belonging to the London and Birmingham Railway Company?—Yes, it certainly was.

2928. Were you permitted to remain with it?—Yes.

2929. Did you remain with it?—I remained there waiting for my carpet bag.

2930. Did you get your carpet bag?—Yes.

2931. What happened after your carpet bag was put down as well as the portmanteau?—Shortly before the carpet bag was put down, one of the porters of the company took the portmanteau into the office.

2932. He took it from the place where it was deposited, and where you were standing, into the office?—Yes, and then he turned to the left.

2933. Did you ever see that portmanteau again?—Never.

2934. How do you know that it was one of the porters of the company?—He was dressed in the green livery of the company.

2935. He took it actually into the office?—Yes; through the door of the office.

2936. When your carpet bag was delivered into your charge, what happened?—I took the carpet bag in my hand, and went to the counter to make some slight alteration in my fare, and followed in the direction I had seen the porter go through the door, where there was a policeman standing, at least an officer of the company, and proceeded through that door and the passage to the guard of the Liverpool mail.

2937. Did you propose travelling by the Liverpool mail?—Yes.

2938. You took your place in the Liverpool mail?—My place was booked at Horne & Chaplin's in the Liverpool mail.

2939. When you arrived at the Liverpool mail, did you inquire for your trunk?—I inquired of the guard if he had my trunk; he said, "No, it had not come there at all." I immediately turned round and inquired among the porters,

porters, and two or three of them observed, it must have been put upon one of the coaches, and it would be all right at Birmingham.

2940. Did you, upon that assurance, proceed?—No; I then inquired for the manager of the company, Mr. Bagster; he very soon came, and I mentioned the circumstance to him, and he said he had no doubt it would be all right; he would make every inquiry, and give instructions to all the mails going up that time, that in case any portmanteau should be found without an owner at Denbigh Hall, they must take care of it for me.

2941. At this period the railroad was open only as far as Denbigh Hall?—Only as far as Denbigh Hall.

2942. You were, from Denbigh Hall, to proceed by the Liverpool mail to Birmingham?—Yes.

2943. After Mr. Bagster had had this communication with you, did you proceed by the railway?—I did.

2944. Nothing further passed between you and Mr. Bagster, or any other officer of the Company, till after your arrival at Denbigh Hall, upon the subject of your portmanteau?—Nothing.

2945. Upon your arrival at Denbigh Hall, what passed?—I there wished to go myself and examine some of the coaches that arrived at the same time, but I was stopped by a policeman, and told that I must go in the other direction, that is, the direction in which the passengers went, and there wait till the coaches were taken off the truck.

2946. Did you make any inquiries there?—I observed to the policeman that I had lost my portmanteau, and wished to look after it, and he said I could not do so, and the mail started immediately, and I went on.

2947. What steps did you take subsequently to recover either your portmanteau or the value of it?—I wrote to Mr. Bagster within one or two days, having received in the meantime a short note from the agent of the Grand Junction Railway Company, who received one from Mr. Bagster, in which he mentioned that the trunk had not been found, and that it was under investigation by Messrs. Horne & Chaplin. I then wrote again to Mr. Bagster, and received an answer from him that it had not been found, but I must apply to Chaplin & Horne. After that, I came up to town, about the end of July, having given a notice to the company that I should hold them answerable for it; and I saw Mr. Bagster, and also Mr. Chaplin and Mr. Horne, and, in conversation with Mr. Horne, he observed, that he remembered the circumstance, for that he was in the yard at the time. I then was abroad for about three or four months, and on my return applied again to Mr. Bagster, and inquired whether he had heard anything of the trunk; he said "No;" and I then inquired what the directors meant to do.

2948. This must have been about the month of November?—Perhaps the last day or two in October; and he then said, he supposed they must pay for it. I said, but will they pay for the case of jewellery which happened to be in the trunk, and he observed, they must settle it some way or other, and that I had better give an estimate of the value of the jewellery, which I had not been able to do before, as I was not aware of the value, and I then applied to Storr and Mortimer, who had seen the jewellery very lately. The valuation of the jewellery and of the wearing apparel in the portmanteau was to be forwarded to the board of Directors, who were to sit at Birmingham very early in November; I think the 2d or 3d of November; it was forwarded, and to that I received no answer for the space of ten days or a fortnight. I again wrote to Mr. Bagster on the subject.

2949. Did you receive any reply from him or from any other person on behalf of the company?—Yes; I received one from him immediately, and also one from Captain Moorsom.

2950. The purport of the letter from Captain Moorsom was, that he referred you to the Act of 1 Will. 4, c. 68, stating, that you would perceive that carriers were not liable for money or jewellery?—Yes.

2951. Did he further state in that letter, that it did not appear from your letter that your portmanteau was ever in the custody of the company's servants?—Yes.

2952. Your statement is positively, that it was in the custody of the company's servants?—Yes, a man in the livery of the company.

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2953. Who walked with your portmanteau from the outside of the office to the inside of the office?—Yes.

2954. Can you have any reasonable doubt that he was a servant of the company?—Not the least in the world.

2955. Did you ever attempt to see that individual again, or to have him pointed out to you?—No; I should not know him again if I were to see him.

2956. If you had seen him again immediately afterwards would you have known him?—I question whether I should.

2957. Was it dark?—It was not dark, but rather dusk; it was about a quarter past eight; not dark, certainly.

2958. How near was he to you when he took away your portmanteau?—Close to me, within a couple of yards, I should say.

2959. Had you your face to him at the time he took off the portmanteau, or did you see him walk off with it?—I saw him take it in his hand.

2960. Was he a tall man or a short man?—A middle-sized man.

2961. Had you a good glimpse of his face?—Not very fully; it was an instantaneous glimpse of his face.

2962. The circumstance that made you contented at seeing your portmanteau removed by this individual was, that he was in the livery of the company?—Yes; but there were previous circumstances that made me content. When coming up from Birmingham to London, at Rugby, we left the railway to go by the coach to Denbigh Hall, and in taking the same portmanteau from the railway coach the direction was torn off; it was going down the slide, when I wished to have the direction fastened on again, upon which the superintendent of the railway, I think he was, said, it must go, it would be all right when it got to Euston-square.

2963. Was he a clerk of the company?—Yes; he was, in a green coat, a kind of undress officer's coat.

2964. And he stated this to you a few days previously to your losing your portmanteau?—I think four days previously.

2965. That he would not allow you to interfere with it, but that he himself would take care it should be transmitted?—Yes; that it would be all right at Euston-square.

2966. Is the Committee to understand that this transaction which took place a few days previously, made you less anxious on account of a person taking your portmanteau, with whom you were not acquainted?—I knew it was the custom of the company for the men to take away the luggage, and for the company to be answerable for it at the end of the journey.

2967. Be that as it may, you did see an individual in the livery of the company take away your portmanteau in which valuable articles were, and take it into the office of the company?—Yes.

2968. From that time to this you know nothing of it?—No.

2969. The company deny that they are liable for the loss?—Yes.

2970. Do they deny that they are liable for the loss as regards jewellery, because you should have insured it, or do they deny their liability altogether?—I offered to leave the whole subject to arbitration, and they said they would only leave the subject as regards the wearing apparel.

2971. Have you taken any legal steps to recover your loss?—No, I have not, except consulting a solicitor.

2972. Have you commenced an action?—No.

2973. Have you any experience of the way in which a similar case would be treated by common coach proprietors?—No, I have no experience of my own upon that.

2974. Has your solicitor advised you to bring an action?—He said, with regard to the Act to which Captain Moorsom referred, there might be some difficulty.

2975. Under his advice, did you think that you had a legal remedy against the company or not?—I think I have.

2976. You think that Act is sufficiently stringent to guard the passengers in your case from loss from the carelessness and neglect of the company or their servants?—It does in the ordinary routine of coach travelling, but when the company take from you all power over your luggage, I conceive that they are in some way answerable for it; they take it almost by force from you at the Euston-square station.

2977. Have

2977. Have you travelled by the railroad since?—Yes, I have, twice since that time; I came up last night.

2978. What was the last time you left London by the railroad?—I left last November, and I came up last night.

2979. What is the custom now with reference to passengers' luggage on the part of the officers of the company; do they allow the passengers to see it stowed away?—I saw my luggage safely stowed away in the Grand Junction train at Liverpool, and it was kept safe with the tarpaulin over it till we arrived at Euston-square.

2980. You came in the same carriage all the way?—Yes.

2981. Then, on the Grand Junction, they allow the passengers to see to the disposition of the luggage?—Yes, you have it all put over your head as nearly as possible.

2982. Upon your arrival at Euston-square this morning, were you permitted by the officers of the London and Birmingham Company to look after your luggage?—Yes.

2983. They did not interfere with you then?—No.

2984. Was there any direction on your portmanteau when you lost it?—Yes; "Thomas Moss, Liverpool, passenger per mail."

2985. That was on a card?—Yes.

2986. Did the directors ever propose to you to see their several servants in London, so as to enable you to identify them, if by accident you could have done so?—No, I am not aware that they ever did, but I have only seen two of the directors upon that subject.

2987. They never have proposed to you to go to their office, and see all those persons in order to identify the individual who took away your portmanteau?—No, they never did.

2988. You take a great deal of interest in railroads, from the connexion your family has with them?—Yes.

2989. Do you think, looking to the safety of the public, that the present liability of railroad companies with regard to passengers' luggage is satisfactory?—No, I do not at all, when they take luggage away from the passengers; if they allow the passengers to look after their luggage as they do with coaches, that is a different thing, but in some railways they take it from your sight for a certain time, and tell you to go to claim it afterwards.

2990. Under those circumstances, you think their liability ought to be greater?—Yes.

2991. And it is in the power of all railroad companies to make bye-laws of the kind you have alluded to?—Yes.

2992. And it may be beneficial on the whole that such regulations should be in existence?—I do not think so, in my own case.

2993. Upon the supposition that the liability is thrown upon the company, in stowing away the luggage, may it not be advisable that the officers should have the complete power of stowing it away, at the same time that they have the responsibility of the due delivery?—Quite so, if they have the responsibility also.

2994. If they have the responsibility, it is not impossible that their taking possession of the luggage may be advisable on the whole?—I think it may.

2995. And render it more secure?—Yes.

2996. All you object to is, that when they take possession of it they should not hold themselves responsible for it afterwards?—Yes.

2997. To that extent you think that the law should be altered?—I do.

2998. Mr. *Baring*.] Have they refused you all compensation?—They have offered to refer the point as to the wearing apparel to arbitration. I proposed that they should leave the whole to arbitration; and the answer was, that they would agree to leave the matter as regards the wearing apparel to arbitration, but not as to the jewellery.

2999. And that they refused to give you any compensation for?—Any whatever.

3000. Lord *G. Somerset*.] They did not state as a reason for refusing all compensation, that it was not your own property, but that you were merely conveying it?—No.

3001. Suppose it had been jewellery, or property belonging to yourself, you conceive the same objection would have been made to reimburse you, as has been made upon this occasion?—Yes; I conceive so.

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3002. Mr. *Freshfield.*] Is there anything peculiar in the mode of conveying the luggage of passengers who go by the mail, and of those who go by the Post-office?—There was at that time, but it has been subsequently altered.

3003. If you go now in any conveyance of your own, or any hired conveyance, to the office at the station, you see the luggage put through a door, and there it is detained by an officer of the company till you can get round the counter, and get to the station?—It was so in November last, and I believe that plan is pursued still.

3004. And then you see your own luggage put upon the coach?—Yes.

3005. If your luggage is over-weight, they take it to the place to have it weighed, and you see it carried back again, and put upon the coach?—Yes; but they are not very particular as to weight.

3006. The practice is, that any driver that you take down is not allowed to enter the office; but the luggage is taken from him by one of the servants of the company into the office, and then, while you are paying your fare, it is put through a hole which carries it within the station, and there detained while you go round?—Yes; it was so in November last.

3007. Lord *G. Somerset.*] Have you copies of the letters which passed between you and the different officers of the railway company, with regard to this transaction?—I have.

3008. Will you hand them in.

[*The Witness delivered in the same, which were read, as follows:*]

The Manager of the London and Birmingham Railway, Euston-square Station.

Liverpool, 4 July 1838.

Two days' trains having arrived without bringing any tidings of the portmanteau mislaid by one of your porters on Sunday last, I beg to inquire whether any account has been received of the same.

It may be well to state to you the circumstances under which the portmanteau was lost, which I had an opportunity of doing to Mr. Bagster before the train started.

I arrived by the omnibus from the Regent's Circus about a quarter-past eight on Sunday evening last. The trunk was placed at the door, and almost immediately taken away by a man dressed in the porter's livery of the company, as I presumed into the office. I waited certainly not more than three minutes for my carpet bag, and proceeded through the office, inquired from the guard of the Liverpool mail for my portmanteau, which bore the address—

"Thomas Moss, Liverpool,
Passenger per Mail, 1 July 1838."

I should not have allowed the portmanteau to leave my sight until placed on the roof of the mail, had I not been informed at Rugby (when going up to town on the previous Tuesday) where I made some remonstrance at my luggage being taken away, that "it must go," and that all would be right at Euston-square, where it certainly was. Seeing the portmanteau taken by one of your servants, I presumed the same system was to be pursued going down.

I received every assistance from Mr. Bagster which ten minutes previous to the starting would allow, and I am very anxious to receive some account of the portmanteau, containing a considerable quantity of wearing apparel, and a lady's jewel case of value.

I remain, &c.
(signed) *T. Moss.*

Sir, Lime-street, 6 July 1838.

I beg to hand you the enclosed, and remain,

Yours, &c.

Mr. Moss, Jun., Bank, Dale-street. (signed) *T. T. Ilbery.*

London and Birmingham Railway Coaching Depôt,
Dear Sir, Euston-square, 5 July 1838.

Mr. Moss's lost box is under investigation by Horne & Chaplin, who are the parties to blame. I am sorry he has not got it. In haste,

Mr. T. T. Ilbery, Railway Station, Lime-street, Liverpool.

Yours, &c.
(signed) *A. V. Bagster.*

Sir, Liverpool, 9 July 1838.

I addressed you on the 4th instant respecting the portmanteau lost at your station Euston-square, to which I have not yet received any reply. Time having now elapsed to admit of every inquiry, I beg to hand you a statement of the value of the principal articles, with the exception

exception of the jewels, of which I cannot at present ascertain the real value; and I have to request that you will have the goodness to lay the same before the directors as my claim upon the Railway Company, and favour me with an immediate reply, as I am anxious to leave England for the Continent next week, and must replace the articles in question. *Thos. Moss*, Esq. 11 June 1839.

I am, &c.

Henry Bagster, Esq. (signed) *Thomas Moss.*

London and Birmingham Railway Coaching Department,

Sir, Euston-square, 10 July 1838.

I delayed replying to your letter of the 4th instant, until applications had been made and answers obtained from every mail and every coach leaving by the 8 ½ P. M. train. I regret to say without success.

I have forwarded your letters to Mr. Chaplin, the mail-coach proprietor to whom the claim will refer, and not to the Railway Company, and I will likewise take care that Mr. Chaplin does not lose sight of it.

I do feel much concerned at the inconvenience you have suffered.

I am, &c.

Thomas Moss, Esq., Bank, Liverpool. (signed) *A. V. Bagster.*

The London and Birmingham Railway Company, Euston-square, London.

Gentlemen,

I have to call upon you for the value of a portmanteau and its contents, part of my luggage on the 1st July instant, when I was a passenger on the railway from London to Denbigh Hall, the portmanteau not having been delivered or accounted for to me, though I have made various inquiries through your agents.

Very obediently, &c.

Liverpool, 11 July 1838. (signed) *Thomas Moss.*

Sir, Liverpool, 19 July 1838.

Will you have the goodness to inform me whether Messrs. Chaplin & Co., or your Company, have advertised the still missing portmanteau. It may probably be in honest hands but the direction torn off. The only description I can give of the exterior is what I handed to you before; it is a full-sized black portmanteau, the flap covering the lock is pierced by directions being sewn upon it, and the buckle to which one of the straps of the flap should be attached is torn off.

After the caution I understood you to have given to each guard of the coaches starting by the half-past eight train on 1st July, I presume it cannot have gone by any coach, and must have been taken at Denbigh Hall, or at one of the intermediate stations, by mistake.

I remain, &c.

H. Bagster, Esq. (signed) *Thomas Moss.*

Letter, dated Burlington Hotel, 1 November 1838.

Containing estimate of the value of the contents of the portmanteau.

Letter, dated Liverpool, 14 November 1838.

Requesting an answer to the above.

London and Birmingham Railway, Coaching Department,

Sir, Euston-square, 15 Nov. 1838.

I beg to assure you that I caused your last communication to be placed before the Directors on the morning I received it, but they came to no decision on the subject.

I have forwarded your note, 14th instant, to them again this day, and trust you will immediately receive a reply. Regretting your trouble,

I have, &c.

Thos. Moss, Esq., Liverpool. (signed) *W. V. Bagster.*

London and Birmingham Railway,

Sir, Birmingham, 15 Nov. 1838.

The Committee of Administration having had under consideration your letter of 1st November, together with other documents connected with the loss of your portmanteau, I am instructed

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instructed to express to you the great regret of the committee at the loss you have suffered. The committee, acting as advised, cannot, however, admit that you have any claim on this company, and they must therefore leave you to adopt such course towards Messrs. Horne & Chaplin as you may deem necessary.

I am, &c.

Thos. Moss, Esq. (signed) *C. R. Moorsom.*

Sir, Otterspool, near Liverpool, 14 Dec. 1838.

I beg to address you, as Chairman of the London and Birmingham Railway Company, on the subject of a portmanteau lost by me at the Euston-square station, on the 1st July last. After several applications to the Board of Directors, detailing my claim upon the company, I have lately received a letter from Captain Moorsom, informing me that the "Committee of Administration," "acting as advised, cannot admit my claim;" a decision very different to what I had reason to expect from any conversation I have had with the officers of the company.

Mr. Boothby has since informed me, that "there appeared to be a want of legal evidence of the portmanteau having come into your possession." I feel how difficult it always is for a passenger to prove who the person was who took his luggage, because he cannot be evidence in his own case; but it is the first time I ever heard of a great public company taking such a ground of defence against an individual.

I can only assert, I saw my trunk taken by your servant from Messrs. Chaplin & Horne's omnibus. I would willingly have prevented your man taking it, but your regulations deprived me of all power to do so.

It had a direction sewn on it, "Thomas Moss, Liverpool, passenger per Mail." I followed the man as rapidly as I could, after paying my fare, but could not find him, in fact he never took it to the mail-coach. I called Mr. Bagster immediately, and explained to him all the circumstances, Mr. Horne was in the yard at the time; I was assured that all would be right at Birmingham. Could I have taken greater precautions?

You must be aware, that the system you adopt is different from that pursued by any coach proprietor or railroad in the kingdom. You take from passengers the power of protecting their own property, and now, when a loss takes place, you refuse to pay, thinking that the difficulty of proof will deter persons from bringing actions.

I have seen Mr. Chaplin and Mr. Baxendale; they have both assured me, they would state to the Board the extreme hardship of my case, in being compelled to contest a point with a company like yours, after having done all I could to prevent the loss. I can prove, that, in cases similar to mine, you have paid the amount when there was jewellery in the box.

It is certainly not my intention to lose the amount without a trial; but connected as I am with one deeply interested in the property of railways, I should much prefer any mode of settlement to a court of law. I therefore beg to propose, that your Company, Messrs. Chaplin & Co. and myself, should leave the whole case to arbitration. If you refuse this, I have no alternative but to place the matter in my solicitor's hands; if he gives me any encouragement, I shall proceed in the suit; if not, a petition to Parliament, which would be most numerously signed here in Manchester, &c., would, perhaps, cause such a declaration of opinion, as would prevent any company, even powerful and influential as yours is, from forcibly taking a passenger's trunk from him, and sheltering themselves from payment when lost, on the ground that he has no legal proof of its delivery. I am sure, not one of your Board would avail themselves individually of such a protection.

I appeal to you, relying that you will press your Board to act fairly towards me, more I do not ask.

Geo. C. Glyn, Esq.
Chairman London and Birmingham
Railway Company.

I have, &c.
(signed) *Thomas Moss.*

London and Birmingham Railway,
Sir, Birmingham, 15 January 1839.

Your letter of 15th December was read to the Board yesterday, and I am instructed in reply, to refer you to the Act 1 Will. 4, c. 68, by which you will perceive, that carriers are not liable for money or jewellery.

It does not appear that your portmanteau was ever in the custody of any of the company's servants; nevertheless, the Board are willing to submit your claim to arbitration, so far as relates to the wearing apparel contained in the portmanteau, but subject to the provisions of the Act referred to.

I am, &c.

Thos. Moss, Esq. (signed) *C. R. Moorsom.*

3009. Mr. *Thornely.*] Did you state to the clerk with whom you booked your place, or the porter, that your portmanteau contained jewellery or articles of material value?—No, I did not; I told Mr. Bagster the moment that it was missed at Euston-square.

3010. That was after you delivered it?—Yes.

3011. Lord *G. Somerset.*] Did you deliver it to this man, or did anything take place between you, or did he of his own accord take it without any communication whatever?—Without any communication whatever.

3012. Mr. *Baring.*] From whom did he take it?—From the parapet before the door.

Captain *Constantine Richard Moorsom*, R.N. called in; and Examined.

3013. *Chairman.*] YOU were Secretary to the London and Birmingham Railroad Company?—Yes; for eight years.

3014. Up to what time?—February 1839.

3015. Since which time you have been one of the directors?—I am now a director.

3016. Lord *G. Somerset.*] Whilst you were secretary, was any application made by Mr. Thomas Moss with regard to the loss of a portmanteau of his?—I recollect a correspondence between Mr. Bagster and Mr. Moss on the subject of his portmanteau being laid before the directors, and I was instructed to reply by referring to the Act of the 1st of William 4, c. 68, which releases the company, as carriers, from liability as to money and jewellery, and that the directors were willing to refer the question to arbitration as far as related to the wearing apparel contained in the portmanteau, subject, however, to the provisions of that Act.

3017. Then the feeling of the directors was, that they were legally liable for the loss of ordinary goods, but that for extraordinary goods not specially mentioned, they were not legally liable?—Yes; but there is the question whether it was really in the custody of the company.

3018. Will you state what were the regulations in July last, under which passengers' baggage was taken by the officers of the company, and placed upon the carriages of the company?—There was a notice put up in the office, that the company would not be liable for luggage, unless booked and paid for. It was the custom for the company's servants to take the luggage as passengers arrived, and get it as quickly as possible to the coaches.

3019. To what coaches, to the coaches in which the individual passengers were to go, or was it indiscriminate upon which coaches the luggage was placed?—The luggage was endeavoured to be classed, the luggage going through in a van which ran all the way to and from Birmingham, and the short luggage on various coaches.

3020. Did you class your passengers in a similar manner?—They were not placed with reference to their luggage, but they were left to take their own places.

3021. When you say the servants of the company were in the habit of taking the luggage as quickly as possible to the different carriages, how was it possible for the passengers to book that luggage and to pay for it extra?—Because it was placed on the counter in the first instance, then handed across, the passenger being at the counter and paying his fare, his luggage was then alongside of him.

3022. Do you mean to state, that it was not the practice of the officers to take the luggage, except from the counter, and in the presence of the passenger?—I am not aware that it was the practice to do other than to take it from the counter, and then pass it under the shed.

3023. Have all your officers uniforms?—Yes.

2024. Could any party be dressed up in the uniform of your company, and enter the office, without its being observed, suppose he did not belong to the company?—It is not likely.

3025. Suppose Mr. Moss to have stated, that an individual, wearing the company's livery, took his portmanteau from the exterior of the office into the office, and then disappeared with it, would you suppose it possible that that individual was not an officer employed by the company?—It is possible, because many persons were employed by Horne & Chaplin, the contractors; it is possible, that is all, I think.

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3026. Suppose persons were employed by Horne & Chaplin, the contractors, would those individuals be justified in wearing the uniform of the company?—No; I do not think that they did wear the uniform of the company; but I am not sure.

3027. Do you think that anybody regularly employed by Horne & Chaplin ever did wear the uniform of the company, unless they were the servants of the company?—My impression is, that they wear a green dress, something similar, at least I have seen some in a green dress something similar; but any one desirous of getting hold of luggage might dress himself in a similar way, and come in next to the booking places on the outside, and for a few minutes, where there is so much confusion of persons arriving, he might not be detected.

3028. You think that is possible, but not probable?—Not probable.

3029. *Chairman.*] Could he have carried anything out of the yard, having come in that way?—I can conceive the case of a man entering by one door and slipping out of another by going round, but it is only barely possible.

3030. Mr. *Thornely.*] Did you ever detect any person assuming to be a porter of the company or of the contractors, not being so?—I am not aware of any instance.

3031. Mr. *Greene.*] Would it not attract the attention of the person at the gate, if he saw a stranger dressed in the livery of the company?—Among so many persons belonging to the company, the porter at the gate might not know them all, except by their dress.

3032. Lord *G. Somerset.*] You conceive it would be rather difficult then even for the porter to identify an individual wearing the livery of the company?—Yes; the porter is a policeman, and might not necessarily know the porters of the company.

3033. Is it not an object for the porter to be a man tolerably well acquainted with the officers of the company, particularly those of an inferior class, such as porters?—Yes; but at that time the porters at the gates were not always the same individuals.

3034. And therefore they were not acquainted with the porters of the company?—They were not.

3035. Was it ever proposed on the part of the directors, that Mr. Moss should have an opportunity of seeing all the individuals who, in the capacity of porters or other inferior officers, might have been assisting in the removal of his portmanteau?—I am not aware that it was; but I was not acquainted with the details of the proceedings between Mr. Moss and Mr. Bagster.

3036. What steps were taken on the part of the company to investigate this case?—Mr. Bagster, the superintendent of the station, was instructed to take every means for its recovery.

3037. Are you acquainted with what means he did adopt?—Not particularly; amongst other things, I recollect advertisements were put forth, offering a reward.

3038. Was any examination made of all the individuals who were upon duty that day in the office?—I believe an examination was made by Mr. Bagster, but I was not privy to it.

3039. Did Mr. Bagster make any report of the means which he took to detect the individual who had so fraudulently taken away the portmanteau?—I think he reported from time to time to the directors the steps he was taking.

3040. Were any steps particularly pointed out by the directors for him to take on this occasion?—I do not remember any particular steps being pointed out to him.

3041. Have any other complaints been made to you of the loss of baggage?—I remember one from Sir William Pym, of the loss of his portmanteau, with money, and also the Cross of the Order of Hanover.

3042. What was the complaint?—That his portmanteau had been lost in the transmission of it from London to Birmingham, whilst he was a passenger.

3043. What period was that?—During the time that the railway was partially opened, and passengers were conveyed, between Denbigh Hall and Rugby, on the road by coach, but I do not recollect the month.

3044. Have you had any complaints made subsequently to the opening of the whole line?—Very few comparatively.

3045. When you say comparatively, do you mean to say that there have been several, or that there have been very few?—It is difficult to draw a standard

of

of comparison, except from my own previous knowledge; latterly, there have been a few complaints; that is, I speak up to the time when I was acting as secretary.

3046. As director, are you not conversant with any complaints that have been made?—No; it is very unlikely that I should know much about them.

3047. Then, in fact, subsequently to the month of February your information cannot be very accurate as to that point?—No.

3048. In the case of Sir William Pym, what remedy did you offer him?—He was offered compensation for those things which the portmanteau contained, for which the company was liable under the Carriers' Act, but not for those things for which the company was not liable by that Act.

3049. It has been stated by Mr. Moss, that in the month of June last, when there was that interval in the railroad between Rugby and Denbigh Hall, he was anxious to take personal care of his luggage, but that he was prevented by the officers of the company, who said that they could not permit him to interfere with it, but would take care that it should be safely conveyed to London; do you believe that the officer in so acting was following up the instructions which he had then received?—I should think he was.

3050. Would a similar order to that, in your belief, ever be given by a stage-coach proprietor?—It has never happened to me to be prevented from seeing my luggage placed on any coach by which I was going myself.

3051. Do you not believe that that order, which was so given to your officers at the time, was an order beneficial generally to the passengers?—The intention was to get the luggage safely put away as quickly as possible; and it is obvious, if every individual was allowed to see his own luggage placed, that where there are 90 persons collected, it would be exceedingly difficult, if not impossible, to get the work done.

3052. You deem it, then, of great consequence to the rapid transmission of passengers, and of their luggage, that the officers of every railroad company should have the power, arbitrarily, if I may use the word, to dispose of the luggage, so as to ensure its safe arrival at its destination?—A difference must be drawn between the existing state of things on the railroad, now open and complete, and that which took place at Denbigh Hall and Rugby; and I am not sure now that it is necessary for the officers to have power to take the luggage from the passengers, but if many passengers arrive within a minute or two of the starting of the train, their luggage must be disposed of as quickly as possible.

3053. You deem, therefore, some power over the luggage necessary for the transaction of such multifarious and hurried business?—Yes; or else delay must take place.

3054. Under your Act you have the power of making bye-laws which can regulate all matters of that sort, according as you may deem right?—I believe we have.

3055. Do you conceive that the power of making such bye-laws is necessary?—It is desirable that the company should have power to make such regulations as conduce to the comfort and convenience of the passengers, and to provide for the security of the company against loss.

3056. Can you, then, draw any analogy between the circumstance of what is necessary on the part of a railroad company conveying passengers and luggage, and a mere common stage-coach conveying passengers and luggage?—No; the circumstances would be more similar if you were to fancy a dozen or two of mails going together, and all the passengers and luggage in the yard together in confusion.

3057. All necessarily starting at the same moment?—Yes.

3058. Do you think that the law which regulates the responsibility of one party ought to be the same as that which regulates the responsibility of the other?—I should apprehend that the responsibility of the railway company ought to be more guarded than that of common carriers, because the company have less means of securing the luggage, if passengers are to interfere with it.

3059. Why have they less means of securing the luggage, if passengers are to interfere with it?—An individual may require his luggage to be placed in any particular position, and many coming for the same purpose, will produce great confusion.

3060. Then if I understand you right, you think that the railroad company, in

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in the capacity of conveyors of passengers and goods, ought to have the absolute power of disposing of the luggage, as well as of the passengers, so as to ensure the safety of each?—It would conduce to the business being quicker and better done.

3061. But are there not possibilities of loss to the stage-coach proprietor, which cannot exist to the railroad proprietor, such as thieving during the progress of the one, and not during the progress of the other?—The company being owners of the railway, can prevent persons trespassing, and therefore have more control over the trains.

3062. Is there much liability of stealing when the train is proceeding?—Not much.

3063. Under those circumstances, do not you conceive it advantageous to the public, that the company should have the absolute and entire power of disposing of the luggage, but at the same time that they should be held more strictly responsible for the due and safe conveyance of that luggage than common stage-coach carriers?—I think if they are held more strictly responsible, that the luggage ought to be paid for.

3064. That is to say, you think that the fares should be raised?—Only as respects luggage.

3065. But that all parties should pay for their luggage, the same or in proportion to the estimated value?—Yes; if the company is to be responsible.

3066. To what possible extent of security could any party ensure his goods under ordinary circumstances; supposing a jewellery box worth 1,000 *l.* is in the luggage, would you say that he ought to insure that to any great extent, travelling 100 miles along your railroad?—Articles of such value ought to be specially entered as parcels or as goods; that I apprehend is the intention of the Carriers' Act; it renders companies or carriers liable only in respect of such ordinary things as a person carries with him for his use.

3067. Might not a lady carry jewels to the amount of 1,000 *l.* value, for what might be termed ordinary use?—I do not know how to answer that question.

3068. But upon the whole, you are of opinion that, for the sake of the public, and the sake of the company, the company should have the power of taking possession of the luggage, and stowing it where it will be most convenient, looking at all the circumstances of the case?—I think that will conduce, as I said before, to the quicker despatch of the business, and the better stowage of the luggage.

3069. Were you aware of the regulations originally laid down by the company with respect to the conveyance of passengers along their road, such as obliging them to sign declarations about horses and carriages, and so on?—I do not recollect the regulation as to carriages, but I do as to horses.

3070. Does that regulation exist still?—The regulation referred to is an intimation that the company would not be liable for injury to carriages, that was done away with some time ago; I was not aware of that regulation till I saw public notice drawn to it: the regulation as to injury to horses stands.

3071. Mr. *Loch.*] Mr. Glyn likewise stated that he knew nothing of it; how did it happen to come into the regulations?—Those regulations in the first instance were drawn up by Mr. Bagster; I am not sure that they were submitted to the directors before they were published, but I think they were.

3072. Lord *G. Somerset.*] Do you not think it the duty of the directors to see that no regulations are imposed upon passengers except under their sanction, and under their discretion?—Undoubtedly it is.

3073. You referred Mr. Moss, with regard to his portmanteau, to the Act of the 1st of William the 4th, chapter 68; in what way does the loss of a portmanteau differ from the loss or damage of a carriage, suppose that they are equally occasioned by the negligence of the servants of the company?—Damage might happen to a carriage from no particular negligence of the company's servants, but from those incidents that belong to railway travelling. The case occurred the other day of a carriage truck getting off the rails, and we could not account for its getting off; no damage was done, but it is just a case in point to show that without absolute negligence those sort of things may occur.

3074. Would not the directors have felt themselves liable to pay a damage arising from that cause, suppose a damage had accrued from getting off the rail?—I should say they ought to make the damage good as a matter of propriety.

3075. But you do not deem it a matter of law?—I should doubt about its being

being a matter of law, because the party going must take certain chances in ravelling.

3076. You think, if a postmaster puts in vicious horses, and they kick a carriage to pieces, he is not liable for the damage done?—I think for a known vicious horse the postmaster should be liable.

3077. Do you adhere also to the opinion, that supposing a passenger is injured by the negligence of your servants, or by an accident happening upon your railroad, which might have been prevented by ordinary care and foresight, that you would not be liable to him for injury, in the same way as a stage-coach proprietor would be liable for his pole breaking, or anything else in going down hill?—I consider the company liable for all accidents which occur through negligence or want of attention, but my instance referred to a case where no negligence or want of attention appeared.

3078. Can any truck get off the rails without negligence or inattention of some sort or other, unless by a sudden breaking down of an embankment, or some instance of that sort?—In the instance referred to we could not find the cause of the truck getting off.

3079. Mr. *Freshfield.*] They do not usually get off?—No, very rarely.

3080. Then there must have been something very peculiar?—Yes; perhaps it is not wise to go into conjectures upon the subject. In the course of the journey the axle-guards might get twisted; if the axles are not parallel, the wheels run from cone to cone, instead of being upon their cylinders: now, in passing certain points, they have to move from one line to the other, and it is possible under such circumstances for the carriage to get off the line, at the same time that the carriage was perfectly right at starting.

3081. Lord *G. Somerset.*] By perfectly right, do you mean to say, perfectly right in appearance, or that it was absolutely in good order?—Absolutely in good order; it might get out of order in the journey.

3082. To what circumstance do you attribute this twist to which you have alluded?—I should be a good deal at a loss to explain the circumstance that might produce it; but I am only attempting to account for it.

3083. Is not the more natural supposition, that if such a twisting should arise, it arose from some malformation of the carriage, or some inferiority of excellence on the part of the material?—It might possibly have been so.

3084. Would not, therefore, the company be justly responsible for an accident arising out of such a circumstance, just as much as for any other circumstance which arose from the want of proper material, or proper attention in the construction or management of your carriages?—There are certain accidents which, in the mind of a jury, the company might not be considered liable for.

3085. Then I understand that you take no objection to injuries or accidents arising from what might appear to be negligence on the part of the company, or their servants, but submit it to a jury for decision by them?—There can be no objection to a jury.

3086. You think that there should be a means of remedy, if to a jury some remedy appeared just?—Yes.

3087. And that a jury should assess the amount of damages to be given as compensation for such injury?—Yes.

3088. Mr. *Loch.*] Have the company always acted upon the principle of making no allowance to passengers for the loss of goods, by pleading the Carriers' Act, where the goods lost were of the nature of trinkets or jewels?—I think that the directors have generally acted upon the principles which the Carriers' Act lays down.

3089. But you do not mean to state absolutely, within your own knowledge, that they have on every occasion?—I recollect no instance to the contrary.

3090. Then, if there should be any instance, it is not within your knowledge?—It is not.

Thomas Carvick, Esq., called in; and Examined.

3091. Lord *G. Somerset.*] WILL you state to the Committee the circumstances attendant upon some degree of quarrel, if I may use the term, which occurred between your son and the London and Birmingham Company, in the course of the last six or eight months?—My son was sent for, to come up with the utmost speed, in consequence of the illness of his mother. When he came up, he told

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me that he had had a very unpleasant rencontre with one of the clerks of the company at Birmingham; and on inquiring into it, I found that he had paid him, I think it was, 1 *l.* 10 *s.*, the fare; and he said, "This is a bad sovereign." My son said he did not know how it could be a bad one; however he had no time to argue upon it, and he gave him another. The clerk did not appear to be about to hand him the bad one back, and he said, "Give me the half-sovereign;" "Oh, no!" the clerk said, "I shall not give it you back." "What, not give me the half-sovereign back?" "No, you may pass it to somebody else." And as young men are not always very cool, my son said, "You are a very impertinent fellow. Do you suppose I should pass bad money? Who are you—what is your name?" The clerk said, very readily, his name was Stubbs; and my son said, "Well, I have no time to argue this now, when I get to town I will inquire about it, and see if you are justified in acting in this manner." So when he came to town he told me of it. I thought it very unjustifiable; and I asked him whether it was likely he could have any bad money, before I took any steps upon it; he said that he went to the bank at Glasgow, and drew 25 *l.*, and they gave him six or seven half-sovereigns, and that it was that which astonished him upon being taxed with having a bad one; he said he might, in the course of change, have taken bad money, but he did not recollect that he had changed on the road a sovereign, for he had, I think he said, seven or eight half-sovereigns from the bank at Glasgow. I hesitated as to what I should do, and I almost forget whether I wrote to the secretary, or to some of the directors, whom I knew; I talked to them about it, and they all laughed at it; but I told them that I would not be laughed out of it, and therefore I went to Marlborough-street office, thinking that that might be a good opening of the thing, instead of going all the way down to Euston-square, and perhaps waiting half the day there before I should see the secretary; and I went to Marlborough-street, and spoke to Mr. Conant; and a reporter was there from some newspaper; and Mr. Conant talked the thing over, and he thought they could do nothing; however, I consulted with my solicitor the next day, and I think it ended by my writing to the secretary.

3092. Will you state the date of those transactions?—I cannot just now.

3093. Can you state within a few days, was it the month of February?—I think January or February; my impression is, that I went to the solicitor who is employed by the directors; I could not find him, and I went to the secretary, Mr. Creed, at Euston-square, who received me very civilly, and he said, he would inquire about it; so in the course of time he did inquire about it, and it ended, after I think one or two letters, or after one or two interviews, by his begging I would call upon him, and I went, and he handed me a bit of brass with a hole in the middle, as the half sovereign that my son had given; now I knew that that was the only thing they could do, for I believe I am correct, in law, when I say, that Mr. Stubbs or any one else might retain anything of counterfeit, but when you say a half-sovereign is a bad one, it might be light, and there would be no liberty to retain any coin that is merely light; but be that as it may, he gave this as the coin which had been handed to him by my son. I knew this was the only thing they could do, dirty as it was, and I told him so; I said, I am quite aware, that this is the only way you can get out of it, by putting me to the proof, that this is not the half-sovereign which my son paid; and I said, if my son changed any money on the road, so that he could have received a bad half-sovereign, I will put up with this, and will suppose it possible; but if he tells me that he has not, I will do one of two things, I will either bring an action against you, and expose you as much as I can, or I will expose you as much as I can another way. I thought the action unwise, and therefore I went to the police-office, and told the tale, which found its way into the newspaper; and every one I knew, who heard of it, said, that they thought it one of the most dirty things on the part of the directors that could possibly be.

3094. Have you ever communicated with your son since?—Yes; he came back a few days ago with his regiment.

3095. In your communications with your son, has he stated to you any further circumstances as to his changing or not changing any money on the road?—He told me, that in starting by the mail, at Glasgow, he paid his money there to go on to Carlisle or Preston, which ever it was, and it happened to be 30 *s.*, so that he paid his 30 *s.*; and I could not find out, except his paying for breakfast

breakfast or dinner, and having half a dozen half-sovereigns in his pocket, any way in which he would have changed but for silver.

3096. It is not likely that he would get a half-sovereign in exchange?—No; he would pay a shilling or two for his breakfast, and two or three shillings for his dinner, and whilst he had half-sovereigns he would probably offer them.

3097. In your communications with the directors, did they ever offer to put you in communication with this clerk of the name of Stubbs?—No; I thought they sought to shield their clerk. I ascertained that he was a respectable young man, and I told Mr. Creed, the secretary, that if, instead of giving me this piece of money, anything in the shape of an apology had been offered from Mr Stubbs, or any of the company, I would thought no more of it.

3098. Then I understand there was no expression on their part of regret at this mode of proceeding?—Not the least.

3099. They left you to your legal remedy?—Decidedly; and as I felt they bullied me at the last with this piece of brass, that was just the imposition that I looked for; I knew that was their only remedy to say, that is the half-sovereign your son gave the clerk.

3100. Mr. *Freshfield.*] Was any inquiry made of the bankers at Glasgow?—I told my son to go to the bankers, and they recollected paying the money.

Captain *Constantine Richard Moorsom*, R.N., called in; and further Examined.

3101. Lord *G. Somerset.*] HAS any application been made to you on behalf of a gentleman named Carvick, relative to taking possession of some supposed bad money by a clerk of the London and Birmingham Railroad Company at Birmingham?—No application was made to me by Mr. Carvick, but I recollect the transaction alluded to, which was reported to the directors within a day or two of its occurrence.

3102. Will you state, what are to your knowledge, the circumstances of the case?—The report was made by Mr. Mills, who is head of the coaching department at Birmingham, that an individual had presented a half-sovereign for payment, which being found to be base coin was nailed to the counter. At the same time a paragraph appeared in one of the London newspapers, containing a statement of the case by Mr. Carvick. The directors considered that Mr. Stubbs had acted, as he believed, right, but they gave orders that, on any future occasion, no clerk was to attempt to detain base money.

3103. Then am I to understand, that in consequence of this discussion, though the directors supported what they learnt Mr. Stubbs to have done in this instance, they gave strict orders that in future he should not detain money which he supposed to be bad?—Yes.

3104. And those are the orders under which your clerks are now acting?—Yes.

3105. Mr. *Freshfield.*] Did it ever happen to you to see base money nailed upon the counters of tradesmen?—No.

3106. Mr. *Loch.*] Has any alteration taken place as to the mode in which passengers' luggage is now taken possession of by the company from the practice that formerly prevailed?—At the Euston-square station the luggage is now passed with the passenger on to the platform; before, the passenger went round a passage, while the luggage was transferred by another road.

3107. Mr. *Baring.*] Where does he pass, to the right of the clerks where you pay?—Now, the counter, instead of being the length of the office, is put transversely; that is at the Euston-square station; the Birmingham station remains as it was.

3108. *Chairman.*] Do they put the luggage on the same carriage with the passenger?—Not always.

3109. Have there been many complaints of the loss of luggage against the Birmingham Company?—I recollect some complaints of lost luggage, but none of any importance, except the one I before named of Sir William Pym; there have been many instances of luggage mislaid, which has afterwards turned up. I recollect one case of a resident of Coventry, whose portmanteau was recovered after several months' inquiries; it had got to Nottingham, I believe, and been kept there in the coach-office.

3110. Did many accidents occur on the railway while you were secretary?—Not many; I have a memorandum of them. Between July 1837 and March

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March 1839 I find six passengers were more or less hurt, and one of the company's guards.

3111. From what causes did those accidents arise?—Three by passengers jumping from the trains; one by a fall in getting into the carriages; one by the train being thrown off by the slope of the embankment; and one by the train coming into collision with the goods' train, at which time the guard also was hurt.

3112. In no case did any of those accidents arise from any carelessness on the part of the engineer?—No; by no carelessness of the engineer of the train. The case of the collision I will describe: The goods' train had arrived rather behind time, and was in the act of crossing from the line at the Camden station when the passengers' train came through the tunnel; the driver of the passengers' train not being aware the goods' train was so near, for it ought to have been out of the way, could not stop his train in time, and the collision took place.

3113. Mr. *Baring.*] Was there much damage done to your carriages on that occasion?—This was about the time that I had given up the secretaryship. I do not exactly remember the date; I do not think there was much damage.

3114. Mr. *Loch.*] The accident happened in consequence of the goods' train being out of time, and crossing from the line upon which it was naturally going into the goods' station at Camden Town?—Yes.

3115. And the passengers' train, not being aware of that delay, the accident took place?—Yes.

3116. Then is it, in your opinion, adverting to that circumstance, and also from your knowledge of railway travelling generally, extremely undesirable that any company should use the railway of another company by means of having locomotive engines upon the line?—Arrangements might be made so that other companies than that which owns the railway might run their trains without danger; but such arrangements would require some controlling power. I should not like to say myself, as an officer, that none but the company owning the railway ought to run carriages upon the line, because danger will arise from any other party running carriages, for it is obvious, to any man who thinks, that arrangements might be made to prevent that, and yet it is nevertheless desirable that the company owning the railway should, as a rule, be exclusively the party running the trains.

3117. But supposing more than one company should have the power of using the same line, it is your opinion that it is necessary there should be a controlling power to direct the whole?—Yes; independent of either company, I should say.

3118. What is the controlling power in such a case that you would create?—I will suppose two conditions, which must be complied with before any different parties should run upon the same line; first, that there should be only the same number of trains, whether many parties or one party only worked the line, with proper intervals between them; next, that the engine-drivers should be under strict discipline, and the engines in proper condition; now, any arrangement by which those conditions may be complied with, would, I think, ensure safety.

3119. Mr. *Baring.*] What do you consider the necessary interval that ought to elapse between the departure of each train, to ensure safety along the line?—Where a slow train succeeds a fast train, the interval might be short, say ten minutes or a quarter of an hour.

3120. But in the case of two trains going at the highest rate of speed?—Say, half an hour.

3121. Mr. *Loch.*] Then is it your opinion that it would not be safe to despatch trains more frequently than once in each half hour?—I think so; that both running at the highest rate of speed, it would be desirable not to send one after the other at a shorter interval than half an hour; but trains may be sent after each other at an interval of a quarter of an hour.

3122. Take the case of the London and Birmingham; suppose the Grand Junction were to be permitted to run their locomotives into the station at Euston-square, under what control would you place the locomotives of the Grand Junction?—Under the control of the London and Birmingham Company, while on their line.

3123. I understood you to say, that you thought the controlling power ought neither to be in the one company nor the other?—At present there is no such power;

power; and therefore to be controlled at all, they must be under the company owning the railway.

3124. Has it ever occurred to you how such paramount controlling power might be composed?—Only under the authority of Parliament.

3125. Then what would be the limits of the power that you would vest in that controlling body?—This question opens another, as to the way in which existing corporate rights may be used consistently with public advantage, and I find difficulty in answering the question.

3126. Then you have no suggestion to make as to the controlling power that you think ought to have the charge of the combined railways?—As a proprietor of railway stock, I am not prepared to make any suggestion which shall interfere with the rights which have been already granted by Parliament.

3127. But you are of opinion, that if the Grand Junction Railway were to be permitted to run their locomotive engines to Euston-square, it might be done safely if the complete control were left to the London and Birmingham Company?—Under the conditions I have before stated.

3128. Are you at all acquainted with the terminus proposed for the Greenwich, the Croydon, the Brighton, and the Dover Railways, near London Bridge?—I am not acquainted with it.

3129. Are you aware that one terminus is intended there for all those railways?—I was not aware of that.

3130. What would you say then, supposing that the Brighton went with the Croydon train, which would reduce the number of startings to six, making altogether 152 startings in 14 hours; would you think that a condition of things that was either convenient or safe for the passengers using those lines?—It would require very admirable arrangement.

3131. Would it, in your opinion, be safe for such a state of things to exist?—The risk of accident at starting a train is not great; the risk lies on the journey; short railways may therefore start much more frequently than where the journey is long.

3132. But in the case supposed, there are two long railways, the Brighton and Dover, in addition to the two short railways, the Croydon and Greenwich; do you think it would be possible to combine the travelling upon those four lines so as to relieve the public from all danger?—I think it could only be done under very strict military arrangement.

3133. And under some authority superior to all?—Yes, it must be that.

3134. Lord *Sandon.*] Then you do not think the mere authority of a company like the Greenwich Railway, would be sufficient to control three other companies coming upon their line?—I am afraid that the officers and persons of the other companies could hardly be brought to yield prompt obedience to such authority.

3135. Mr. *Loch.*] But you see no objection, that under strict regulations another company should run upon your line; for example, is there any reason why you should prevent the carriers from doing the same, provided they were to furnish the locomotive power?—There is a considerable difference, I think, between permitting one or more companies, and an indiscriminate number of individuals; the arrangement between the companies might not be difficult to make; the arrangement with individuals would be very difficult, so that the conditions I have before given could hardly be complied with.

3136. Then you see difficulties in the way of giving that licence to private carriers having locomotive engines upon a line, which do not extend, in your opinion, to that of another company?—I think so.

3137. Would you extend your observations to all those other railways, which by-and-bye will have some connexion with the London and Birmingham; for example, the Derby and the Midland Counties?—I can see no difficulty in the Birmingham and Derby, and the Midland Counties Railway Companies, running their engines on the London and Birmingham Railway, under proper arrangements among the three companies.

3138. Do you contemplate at all such being the course to be adopted?—I believe it is understood that the Birmingham and Derby engines are to run to the Birmingham station, a distance of nine miles on the London and Birmingham line, from Hampton.

3139. Are they also to run from Hampton to London upon the Birmingham line?—That is not understood.

3140. Then are the carriages that come along to Hampton upon their way to London,

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London, to be taken up by the engines of the London and Birmingham?—The arrangements are not yet made; but I should apprehend that will be the case.

3141. Mr. *Baring.*] Does not that railroad from Hampton to Derby open shortly?—During the autumn, I think.

3142. Mr. *Loch.*] Is the London and Birmingham prepared with locomotive engines to take the trade that will come upon them in the course of the autumn?—Yes, I think so.

3143. Is it or is it not the case, that of late the trains upon the London and Birmingham have been past their time more than they have been formerly, in consequence of the increased length of the train and the number of passengers carried?—I have heard no complaints of the trains being late; and I think the contrary is the case.

3144. What means have the directors of knowing when the trains actually arrive?—A record is kept, to which each director may have access.

3145. What arrangements are made in the event of a train being too heavy for one engine, to supply it with an assistant engine?—Instructions have been given to the head of the locomotive department, that when a train exceeds 12 or 14 carriages, a second engine should be attached. I can only say what the orders are.

3146. Lord *Sandon.*] The extra engines may be exhausted sometimes?—It is usual to keep a spare engine with the steam up; but if anything should require that to be called out, it takes three quarters of an hour to get the steam up in another engine.

3147. Mr. *Loch.*] At how many places are there those engines?—Besides Camden station and Birmingham, at Wolverton.

3148. Lord *Sandon.*] They are ordered to go out in case a delay beyond half an hour takes place?—Yes.

3149. Mr. *Loch.*] Supposing, when the Aylesbury Railway is opened, more carriages should come up from Aylesbury than are expected, are there any means of an assistant engine being got between the Aylesbury junction and London?—The Aylesbury carriages will be brought by one of our engines, and that engine may or may not go on.

3150. Then, in that case, the Aylesbury will retain its engine?—A supply may be sent immediately as soon as the fact is known.

3151. Mr. *Baring.*] Does not the engine that starts with the train from Aylesbury go the whole journey to Euston-square?—I am not acquainted with the arrangements in detail for working the Aylesbury line.

3152. Mr. *Loch.*] Do you happen to know how many locomotive engines you are possessed of?—About 40 for passengers, and 11 more in course of delivery, and there will be 30 for goods.

3153. Making 81 altogether; do you consider that a sufficient supply for the trains upon the road, both the passengers and the goods' trains?—I should think it is, upon the principle that a double stock of engines is necessary for any given work.

3154. Has there been any calculation made as to the number of engines that there ought to be upon the road, taking into consideration the length of the road; how many engines per mile, for instance?—In the present state of our experience, so much depening upon the way the engines are worked, that I could not give an opinion.

3155. Have you any notion what the experience of the Liverpool and Manchester is upon that subject?—No, I cannot speak to that.

3156. Have you never heard it stated that they considered that an engine per mile was necessary for the traffic upon that road?—I was not aware of that.

3157. Nor are you able to say whether that would be a rule for the London and Birmingham to be guided by?—My present experience would lead me to say, that less will answer for a long line.

3158. The wear and tear upon a line is less upon a long line than a short line in proportion?—Upon a short line, the engines are kept with the steam up I should think without doing work, much more than upon a long line after they have done their work.

3159. Does an engine suffer much from being frequently stopped short?—It would suffer by the gear being reversed, but not from being stopped in the ordinary way by the break of the tender.

3160. Would that at all account for the wear and tear upon a short line being greater than the wear and tear upon a longer line?—I refer to the fire being kept

kept while the engines are stationary, which I suppose to be the case upon the Liverpool and Manchester line.

3161. *Chairman.*] Does that occasion a wear and tear of the bars, the steam being kept up?—Yes.

3162. Lord *Sandon.*] And there is a great consumption of fuel?—Yes.

3163. *Chairman.*] You say you have two species of engines, one for passengers and one for goods, will the engine that is used for goods do in case of emergency for an engine conveying passengers?—Yes; they are occasionally so used.

3164. What is the difference between the two engines?—The passengers' engine is lighter, with the driving wheel of larger diameter, intended to go more quickly, but the luggage engine will draw a heavier weight considerably.

3165. What is the difference in the expense of the two engines?—I think 100*l.*

3166. Mr. *Loch.*] What is the average rate of speed at which you propose to go upon the London and Birmingham line, when the new regulations are in force?—The new regulations are to take effect, I think, upon the 20th; it will be five hours for the day mail, and five and a half for the night.

3167. What time do you allow for the luggage train between Euston-square and Birmingham; or rather, what is the rate per mile that you make the goods' trains travel at?—I think the goods' trains travel at 15 or 16 miles per hour.

3168. If your trade in passengers increases considerably, how will you regulate the two speeds upon the same road?—I should prefer working the goods by night.

3169. Would you carry all the goods that you expect to carry upon the London and Birmingham line by night?—Yes, I think so.

3170. Mr. *Thornely.*] But you have passengers' trains in the night also?—Yes.

3171. Therefore, you would have a possibility of collision even if you carried your goods by night?—Quite a possibility.

3172. Mr. *Freshfield.*] Would the passengers' trains start first?—Yes.

3173. *Chairman.*] You have taken off a great many of the police upon the London and Birmingham latterly, have you not?—Yes.

3174. Do you think that there is equal security for passengers travelling by that railroad now that the number of the police is lessened?—As the railway is in better order, I do not think that taking away the police has increased any risk of accident.

3175. If a person wishes to go from London to Liverpool, can he take a place at Euston-square for the whole distance?—Yes.

3176. For instance, if he takes a place in one of the carriages of the mail, will that place be secured to him all the way by the Grand Junction as well as by the London and Birmingham Railroad?—Yes, if the mail carriages go forward.

3177. Mr. *Thornely.*] Is that the case in all the trains of the mail carriages, that you can secure places in them?—Not in all the trains of the ordinary carriages, but in the mail trains, and in, I think, two other trains besides the mails.

3178. Mr. *Baring.*] Have you ever had a greater number of passengers in any one stage of the line than you could convey at Euston-square?—Not since the railway was opened throughout.

3179. Mr. *Loch.*] Have you ever considered whether it would be for the advantage of the railway system generally, that the power of making bye-laws should be placed in some controlling body, so that the bye-laws of all railways might be similar to each other?—I think it desirable that the bye-laws should be assimilated, and subject to some superior control.

3180. The system at present is, that some of the companies make bye-laws without any control, and by some of the latter Acts others are put under the control either of the petty sessions or some judge of assize; does that appear to you to be the most satisfactory way of controlling the enacting of bye-laws by the several companies?—No; I should think they should be under the control of parties well acquainted with the working of a railway.

3181. That control you would have vested in railway directors, would you?—No; I should not say that it was desirable to vest it in the directors of any one company.

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3182. Not of any one company, but of any selection from various companies? —It has before occurred to me, that many questions affecting railways generally might be conveniently referred to a body consisting of representatives of each company; there is great difficulty in any one company knowing what arrangements will really benefit the public as respects passengers. In the case of our own line, for example, the London and Birmingham Railway, we have difficulty in knowing what the public coming from Lancashire really require, and in our conjoint arrangements with the Grand Junction Company we have not gone on so well in consequence of that ignorance; we think one thing, they think a different thing; and, in a difference of opinion, we do not make the best arrangement.

3183. Do you think, if a board such as you refer to were to be constituted of railway directors entirely, the public interest would be as well looked to as if the board were to consist of persons not railway directors?—I think that it is the real interest, in the long run, of railway directors to make those arrangements which are most conducive to the comfort and convenience of the public; they may not always do so, but it is obviously their interest to do so.

3184. Would it not have the effect of uniting into one great monopoly all the railroads of the country?—There would be that liability.

3185. Is it not the interest of a railroad company to carry as few passengers at as great a profit, and at as slow a speed, as they possibly can?—I hardly think it is. I am of a different opinion, or perhaps I should say, I think high prices would not conduce to the benefit of the company in the manner supposed by the question, because the numbers would be few.

3186. That is, supposing that the prices are so high as to limit the amount of passengers too much?—Just so.

3187. If it should be found as a fact, that upon some railroads, in consequence of raising the fares, the number of passengers has decreased, and yet the profits have increased, would you still give the same answer?—Not against that fact; I think in general terms a diminution of fare will produce an increase of passengers.

3188. But will that diminution of fare and increase of passengers always produce a corresponding profit to the company?—That is difficult to answer; it depends upon the number of trains that are run, and the work which is given to the engines, because it connects itself with this great principle, that all machinery, unless the machine is kept to its full work, is not profitable. Now, for example, during the winter, the average number of persons to each of our trains is about 52; it is, therefore, obvious, that the engines have been doing only about half their work; now, if we could have increased the number of passengers by a small reduction of fare, we probably might have increased the profit.

3189. If that was the consequence, why was it not adopted by the company? —Many of the directors do not see it in the light that I do; the fact is, we have had a good deal of discussion upon this question.

3190. Mr. *Baring.*] In short, you prefer low prices and a larger number of passengers, to high prices and a comparatively smaller number?—Not exactly; it is a question to be worked out in figures, and, as I said before, you must take the loads of the engine into the account.

3191. Mr. *Loch.*] Then the interest of the company, and the advantage of the public, are not entirely the same; there is a point where they will separate?—Undoubtedly.

3192. While you were secretary to the company, did you find much difficulty in procuring good engine-drivers for the guidance of the trains?—The procuring of engine-drivers rested with Mr. Bury, who had contracted to do that work, and I am not aware that he found any particular difficulty.

3193. Before the engine-driver took the charge of the train, did he appear before any one that they might know that he was not intoxicated?—The superintendent, under Mr. Bury, would be responsible, that he sent out no one that was intoxicated.

3194. Are you aware whether the engine-driver appeared before him?—I am not aware of it as a fact, but I state my belief that it is the practice.

3195. Do you think the company has sufficient power over its own servants for every purpose of managing so large a concern?—I think it would be desirable to give the company power to inflict fines upon their servants, which, except by special agreement, they do not now possess.

3196. Lord *Sandon.*] May they not make special agreements with all their servants?—There is a difficulty in enforcing the agreements. Men have a disinclination to sign them. I consider the fines to be the most efficacious mode of punishment.

3197. Have you any fund to which they contribute the accumulations in which they forfeit in case of misconduct?—No; there has been none such established generally.

3198. Would not that be desirable?—I think very desirable.

3199. Everything which attaches them to your service, by as many ties as possible, is as much for the public service as your own?—I am quite of that opinion; and I think that the discipline of the company's servants might be very efficaciously maintained by themselves, by inducing them to form a committee for examining into and awarding punishment for all offences, the confirmation of their award being in the breast of some competent officer to mitigate or not, upon the principle of a court-martial.

3200. Would it not be desirable that you should have an officer similar to the one which the Grand Junction possess in the person of Captain Cleather, some general moving superintendent?—I understand Mr. Baxendale to be in that capacity on the London and Birmingham Railway.

3201. Moving about from point to point, and possessing authority for immediate action wherever he appears?—Yes.

3202. And being responsible to the directors for the good conduct both of the servants and of the engines?—Not of the engines or of the engine-drivers exactly, because that I have before stated to be immediately under Mr. Bury, but for everything else.

3203. Is Mr. Bury responsible to the company for the conduct of the men as well as the engines?—He is; he is in a different situation from most officers, inasmuch as he made a special contract, which, though not yet in operation, places him in a different situation from that of a mere officer of the company.

3204. Mr. *Loch.*] From what circumstance has that contract not yet come into operation?—First, because it was found necessary to run the trains at a higher rate of speed than Mr. Bury contracted for, and next, because I believe he considers he could not carry it out at the prices stated.

3205. Then in point of fact, the view which Mr. Bury took originally as to the price at which locomotive power might be furnished, has not turned out to be accurate?—That is so.

3206. Have you ever considered the mode in which the tax upon railway carriages is levied, and the effect that it has upon the amount of fares charged for carrying passengers?—The tax is included in the fare paid by the company.

3207. The tax is one-eighth of 1*d.* per mile upon passengers of every class?—Yes.

3208. In a petition which I have before me, which has been presented from a railway in the North, this is stated: "When considered as a tax on the revenue of the various railway companies, it falls unequally, and most unjustly; since in those instances where the highest passage-money is charged, it is in regard to the amount of revenue received by those companies comparatively low. In those instances, where 3*d.* per mile is charged, it forms a tax of only about four per cent.; but where the more moderate rate of only 1*d.* per mile is charged, it forms a tax on the revenue of the establishment to the oppressive amount of about 12 per cent." Has this subject ever come before the board of directors of the London and Birmingham?—I am not aware that it has.

3209. Lord *Sandon.*] Have you, upon the London and Birmingham Railroad, no means of punishing a man in your employment but dismissal?—The police and porters generally sign a paper, one of the articles of which provided for their being punished by fine; but I think I understood from Mr. Bury, that he could not get his engine-drivers to do the same thing.

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3210. The fact is, the number of engine-drivers is rather below than above the supply, and therefore they can dictate their own terms in a great degree?—At present it is so; that difficulty will of course diminish.

3211. Lord *G. Somerset.*] Do you conceive that it would be desirable, if there were a more summary mode of legal infliction of punishment than any you have now with regard to persons in your employ, more particularly those connected with the management of the engines and trains generally?—Besides the power to inflict a fine on a man, it might be of use to call in the aid of a magistrate, and to inflict additional punishment under his authority.

3212. Do you not think that a regular process before a magistrate would have a salutary effect in keeping the men in those responsible and very important duties to the proper discharge of those duties, more than any private regulation which you can make as emanating from yourselves?—Yes; I think the process of a judicial investigation would have a striking moral effect.

3213. Produce a more general effect over all the departments, and all persons connected with the departments, than the mere fact of a man being privately fined?—It would be more generally known.

3214. *Chairman.*] Are you aware of the system of tickets upon the Great Western Railroad?—Not particularly; but I understand they collect their tickets before they start.

3215. Do you think there would be any inconvenience in adopting that plan upon other railroads?—Under that system, the difficulty is to prevent the company being cheated by a person taking his place for a short distance, and going the whole length.

3216. Have you not had complaints from parties being charged a second time upon the Birmingham line, when their tickets have been lost?—Yes; there have been such complaints.

3217. Have you considered any plan by which those inconveniences could be obviated?—I think the plan of collecting the tickets at the stage just before the terminus, is on the whole convenient, if a party who may accidently have lost his ticket is liberally dealt by as to construction of evidence.

3218. Do you think it might not also conduce to the convenience of the public, if they could take tickets for their luggage as well as for themselves?—We attempted to label the luggage with a number corresponding to the passenger, but we could not accomplish it in the necessary time.

3219. Mr. *Thornely.*] Are you of opinion that it is impracticable to attach a label to the passenger's luggage, and give him a corresponding number, so that he may duly claim it on his arrival?—I should like to try it again; I was not satisfied with the experiment that was made; I think it might be done.

3220. At present you are aware that there is a great confusion in the delivery of luggage, and in sorting the luggage at the end of the journey; for instance, a party that I came to town with, found the luggage at a very remote distance from the carriage where we arrived, and it was left in the yard without any person having the charge of it; do not you think, therefore, that if you could attach labels with numbers to the packages, and give the passenger a corresponding number, without the production of which he could not claim the luggage, it would tend greatly to security and convenience?—No doubt it would; the difficulty lies in providing for that when a number of persons rush in together within two or three minutes of the starting of the train; if all persons took the precaution of coming a good time beforehand, then we could do those things very well.

Veneris, 14° *die Junii*, 1839.

MEMBERS PRESENT.

Mr. Baring.
Mr. Childers.
Mr. Freshfield.
Mr. Loch.
Lord Seymour.
Lord G. Somerset.
Mr. Thornely.

LORD SEYMOUR, IN THE CHAIR.

Thomas William Tyndale, William Cubitt, and *James Sebastian Yeats*, Esqrs., called in; and Examined.

T. W. Tyndale, William Cubitt, and *James S. Yeats*, Esqrs.

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3221. *Chairman.*] (*To Mr. Tyndale*). SINCE you were last before the Committee have you considered the question of a terminus jointly with the chairmen of the other companies?—Yes; immediately after this Committee broke up, last Friday, a notice was sent to us from the Brighton Board, saying that the chairman, the deputy-chairman, the solicitor, and the engineer of the Brighton, and the like parties in connection with the Greenwich and the Croydon Railways, would meet at the office of the Brighton Railroad, to take into consideration what should be done in consequence of the proposal that was made to us by this Committee; and they requested us to meet also there, if we thought fit to join them. Accordingly, on Monday morning we went there, and a discussion arose; but, of course, as I was totally uninstructed by my Board, never having had an opportunity of meeting it, as to what I should say, or what I should do, upon the subject, after some discussion, I proposed that it would be better for the parties to adjourn at present, and take the opinion of their different Boards, and meet again upon a future day; that was agreed to, and a day was appointed, namely, the following Thursday. On the next day, which was Tuesday, there was a meeting of the South-Eastern Board, in which I laid before them all that had transpired at this Committee, and also all that passed at the meeting of the deputies, if I may call them so, of the companies; and then it was that we took it into very serious consideration, and instructions were given to Mr. Cubitt to have a line surveyed, and to mark out two or three plans which he might consider feasible, in order to avoid the difficulties which this Committee felt with regard to the Greenwich Railway, and, at the same time, to point out to us which he considered would be the best of those plans. Mr. Cubitt accordingly made a report to us, which I have now in my hand; and with that report, and the instructions of my Board upon the subject, I went to the meeting of the other deputies at the Brighton Board office, yesterday, and there another discussion, and a very warm discussion arose. I considered, from what I had heard expressed by different members of the Committee, upon the several occasions in which I have been here upon this question, that their minds were made up, or nearly so, that there were great practical difficulties with regard to the Dover or Brighton, or even the Croydon, running on the Greenwich line without considerable danger to the public; and, therefore, when the parties met yesterday at the Brighton Board, the question arose, and was very much discussed again, whether or not the opinion of this Committee with regard to the danger and the practicability, were well or ill founded. I, of course, took the opportunity to tell them that I believed your minds were pretty well made up, and that the better course would be to see what could be done to suggest a plan to the Committee, which could be followed, to meet the difficulties; but, however, that meeting took another view of the case, and they came to a resolution, the principle of which I could not agree to, and therefore I will not venture to describe it to the Committee; but I dare say you will have an opportunity of hearing of it from other parties; and therefore, when it was carried against me by every member present, except those who represented the South-Eastern, I thought it was my duty, at that instant, to retire from the meeting; and I did so. I then met the South-Eastern Board, which had been specially summoned for the occasion.

T. W. Tyndale, William Cubitt, and *James S. Yeats,* Esqrs.

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3222. Lord *G. Somerset.*] The resolutions which were come to having been delivered in to the Chairman of the Committee, will you look at them, and read the resolution which was passed in your presence, of which you did not approve?—It was the first resolution; I moved upon that occasion, that these words be omitted, "That the two existing lines of the Greenwich Railway, according to the opinion of the engineers, confirmed by experience of the daily working, are sufficient for the present traffic of the Croydon and Greenwich Railways," because I thought it ran counter to the opinion that this Committee had expressed upon the former occasion, and it was in direct defiance of the report of our engineer to us, and therefore it was, when they passed that resolution, that I and those connected with the South-Eastern Company retired.

[*The Resolutions were read, as follow:*]

REPORT.

In consequence of the difficulties that seemed to present themselves to the Committee on Communication by Railways, the Directors of the Greenwich, Croydon, South-Eastern and Brighton Railway Companies have met, and in conference with their engineers, have fully weighed and considered the observations that have been made on the probability of danger to the public from the junction between the Greenwich and Croydon Railways near Corbett's-lane, and the crossings to and from the Croydon station in Tooley-street.

Resolved, That the two existing lines of the Greenwich Railway, according to the opinions of the engineers, confirmed by experience of the daily working, are sufficient for the present traffic of the Croydon and Greenwich Railways; that upon the increase of traffic which will follow the opening of the Brighton and South-Eastern lines, in the opinion of this meeting, it will become expedient that two additional lines be added to the Greenwich Railway from Tooley-street to Corbett's-lane junction. [*The representatives of the South-Eastern Company dissented from this resolution, and withdrew from the conference.*]

Resolved, That considering the advanced state of the works of the Brighton and South-Eastern Railways, and the time which will necessarily be occupied by the execution of the additional work required, it is desirable that arrangements should be made to effect that object, it appearing that the Greenwich Railway have ground applicable for that purpose.

That a copy of the foregoing resolutions, signed by the chairman of the three assenting companies, be transmitted to the Railway Committee of the House of Commons.

(signed) *William Shadbolt,*
Chairman of the Greenwich Company.

10, Angel Court, 13 June 1839.

John Moxon,
Chairman of the Croydon Company.

John Harman,
Chairman of the Brighton Company.

Mr. *Tyndale.*] I then met my Board as I have stated, and they directed me to draw up a Report, which was submitted to them, which Report I have in my hand, and if the Committee will allow me I will read it to them. It is as follows:

"The Select Committee appointed by the House of Commons to inquire into the state of Communications by Railways, have expressed an opinion that the terminus at London-bridge, of the Greenwich Railway, is not sufficient to afford accommodation to the traffic of the Greenwich, Croydon, Brighton, and Dover Railways; and further, that the business of all these four companies could not be carried over the Greenwich Railway without being attended with very considerable danger to the public using these modes of conveyance. With these difficulties in view, viz. the want of accommodation and the danger, the Committee have requested the four companies to suggest in writing to them some plan by which they may be obviated. The directors of the South-Eastern (London and Dover) Railway have therefore given the subject their most serious consideration, and instructed their engineer to report to them thereon; and now, under the sanction of that report, a copy of which is annexed, they propose to the Railway Committee the two following plans, the execution of either of which they are fully prepared to undertake, if the Committee can obtain for them the necessary powers from Parliament:—The South-Eastern (Dover) and the Brighton Railway Companies at present propose to use a part of what is now the Brighton Railway, as common to both companies, viz. that part which lies between the point where the Brighton joins the Croydon Railway, and the point where it is intended that the Dover line shall join the Brighton. From the point of junction of the Brighton line with the Croydon, for a distance of about four miles, the South-Eastern (Dover) Company would propose to use the Croydon Railway, and at or about the station on that line called the Dartmouth Arms Station, to break out of the Croydon Railway, and carry a new line which

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(which would be about four miles long) from that point straight to a spot near the Elephant and Castle public-house, and there to form a terminus of their own; or, the South-Eastern (Dover) Company would propose to effect a junction with the Brighton line a little south of the Croydon Railway station, at Croydon, and to carry a new line of railway, which would be about seven and a half miles long, thence to the before-mentioned terminus at the Elephant and Castle: they also propose to take up about half a mile of the Croydon Railway which is nearest to the Croydon station, and to remove that station further into the town. The advantage of this plan will be, that the Croydon line will not be crossed at all, and it presents facilities for carrying passengers either to the east, at London-bridge, or to the west, at the Elephant and Castle, which are not to be obtained by any other plan. This subject is not new to the South-Eastern Board, for, to effect a similar purpose, a survey was made, and plans and sections of a line were deposited in November 1836. If the Brighton Company co-operate with the South-Eastern Company, the proposed new terminus at the Elephant and Castle will have to be much extended, and there is ample space to be obtained there to allow of it. Furthermore, for the last half mile into the terminus, the double line of railway might be made to branch off into four lines, thereby giving to each company, for that half mile, a separate and distinct arriving and departing line, and so leave each company nearly independent of the other as to times of departure and arrival. The adoption of either of these plans would possibly dispose the Committee not to insist on the formation of another distinct line of railway by the side of the Greenwich line, for the purposes of the Croydon only; but it is admitted, that if the Brighton Company should refuse to co-operate with the Dover Company, as before suggested, then such a distinct line would become absolutely necessary. What is to be done in this respect will always be a very material element with the South-Eastern Board in determining what plan they ought to pursue. But they are ready, as before stated, to execute alone, or in conjunction with the Brighton Company, if that company is disposed to join them, whichever of these two plans the Committee shall think fit to select, observing only, that for obvious reasons they would much prefer the latter, and that, in reference to the former, a crossing of the Croydon line by the Dover and Brighton traffic is unavoidable. There can be no objection on the part of the South-Eastern Board to give the proprietors of shares in the Greenwich and Croydon Companies an option to take or refuse a pecuniary interest in the extended line. Thus far as to plans. The South-Eastern Company now hope they may be permitted to call the attention of the Committee to the practical operation of these suggestions on their present prospects. The Dover line of railway, as well as the Brighton, have now been for a long time in a course of execution, and great progress has been made in all the works requiring a lengthened time to complete, and thus, under favourable circumstances, it is apprehended the whole line from end to end might be opened to the public in the summer of 1841. Under the present Standing Orders of both Houses of Parliament, it is not possible to obtain the necessary legislative powers for the formation of either of the proposed extension lines until the session of 1841, and hence a most material and deeply injurious delay would be created. The injury thus threatened can only be avoided by the interference of the Committee, and a recommendation in their Report that some facilities should be given to the company when applying for the necessary Act.

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Then the Report of Mr. Cubitt is as follows:

"To the Chairman of the South-Eastern (Dover) Railway.

"Sir, London, 12 June 1839.

"Having been called upon by the Board to state my opinion as to the efficiency of the present railway terminus at or near London-bridge for the purposes of the Greenwich, Croydon, South-Eastern, and Brighton Railways respectively, and also to set forth any propositions or plans that may occur to me as applicable to the subject, I have now the honour to report to you my ideas thereon. In doing this, I must premise, in the first instance, that ever since my connexion with the South-Eastern Railway, even before the Brighton Railway Act was obtained, and long before the union of the South-eastern with the present Brighton Railway, for the first 10 or 12 miles of their course, was contemplated, I always had in view an integral terminus for the South-Eastern (Dover) line further west, in addition to whatever facilities might be afforded by the London-bridge terminus of the Greenwich and Croydon Railways, and that since the arrangement of the Dover and Brighton Companies as to the joint occupation and use of the first portion of the Brighton line from its junction with the Croydon to a point south of Merstham, those views have been strengthened and confirmed. Secondly, I am of opinion that the terminus at London-bridge, together with the stations there erected (although very ingeniously contrived under the circumstances and situation of the ground) are wholly insufficient as at present arranged for the entire prospective business of the Greenwich, Croydon, Dover, and Brighton lines, and that although the mode of arranging and working the lines from the junction of the Greenwich and Croydon to the terminus at London-bridge may be very much improved, and made in a very great degree suitable and almost unexceptionable as a City terminus, yet it never could be sufficient as a sole terminus for the whole of the above lines of railway and the branches that must ultimately fall into two of them. The subject, therefore, in my view of the case, resolves itself into two propositions, viz. 1st. As to the best method of arranging the lines of railway from the Croydon and Greenwich junction to and at the London-bridge terminus; and 2dly, as to an additional

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terminus in some convenient spot further west than London-bridge, and the best line of approach thereto. On the first of these propositions, my decided opinion is, that the Croydon Railway, instead of running into the Greenwich line at its present junction, should be carried parallel thereto, upon an additional breadth of viaduct, quite home to the London-bridge station, and the Greenwich station should be transferred into the new sheds and station of the Croydon Company, from which the Greenwich Company would work upon their present two or northern lines exclusively, without either junctions or crossings, whilst the Dover, Brighton, and Croydon would occupy the two new or southern lines, with the present site of the Greenwich station in addition as their passenger terminus, adopting such facilities for the stations for goods and merchandize contiguous to the termini as the circumstances of the case may admit, and which, with good arrangements, it will not be difficult to render available and convenient to a very considerable extent; in short, to do all that it is possible to do with four lines of way from the London-bridge stations to the Croydon junction (upon land already in possession of the Greenwich and Croydon Companies respectively) by means of an equitable arrangement between all the parties. 2dly, as to an additional terminus for the long lines, or at all events for the Dover line, the most suitable position appears to me to be somewhere in the neighbourhood of the obelisk in St. George's-fields; or at all events not further distant from the bridges than the Elephant and Castle, which is about equally distant from them all, and is a most central and convenient point from all London, northwards and westwards particularly. To this point there are two practicable lines of approach, the first commencing on the top of the inclined plane of the Croydon Railway at the Dartmouth Arms station, skirting the west side of the cutting at Forest-hill, out of which it would rise gradually, from having a better gradient, and, taking a small sweep at Nuns-green, proceed in a direct line by Shard's-terrace, Peckham, across the Grand Surrey Canal, to a station near the Elephant and Castle, at a distance of four miles and a half only from the Croydon Railway station at the Dartmouth Arms, with a gradient of about 1 in 200. Another, and in my judgment very far superior, although probably more expensive, mode for obtaining a separate and additional terminus for the Dover and Brighton lines at the same point (the Elephant and Castle), would be, to proceed direct from the point where the Dover and Brighton line crosses the Addiscombe-road at Croydon, by the most practicable route, *via* the Infant Poorhouse at Norwood, and near the Half Moon at Herne-hill, to the Elephant and Castle, and then to transfer the station at Croydon from its present site, to the point where the City and West-end lines would diverge at the crossing of the Addiscombe-road, as before observed. A situation for a station, in my judgment, more convenient for the town of Croydon (being more central) than the present, and at the same time admitting the two lines into London from the station without any interference or crossing of one line with another. The distance from the junction of the lines at the then Croydon station to the Elephant and Castle station would be but eight miles, with a characteristic and ruling gradient, the same as the Dover and Brighton lines, viz. 1 in 264, or 20 feet per mile. Such are my views relative to the metropolitan termini of these railways, which, looking to the extent and importance of the district they cover, the population of the towns, and extent of coast with which they directly and prospectively communicate (viz. from Worthing to Margate inclusive), and the vast extent of the metropolis on which they are based, are worthy of the best arrangements for the despatch of business, and the accommodation and safety of the public, that the present or any improved state of railway communication will admit.

"I have, &c.

(signed) "*W. Cubitt.*"

3223. Then, if I understand rightly, the application you would make to this Committee would be, to enable your company, by means of a suspension of the Standing Orders, to come before Parliament in the course of next year?—Yes, that is one way, if no other or better plan could be suggested. I do not know that any other facilities could be given to us. The suspension of the Standing Orders, with regard to the subscription deed, would of course facilitate us very materially; as we are a constituted body, we would wish to have authority to increase the number of our shares, so as to raise the additional capital that might be required for this extension line.

3224. Has Mr. Cubitt given any rough estimate as to the expense of what he calls the best line, that is to say, the one by which you come from the new station at Croydon, and make no use of the Croydon Railway beyond that?—No, he has given no estimate of that, but I think the cost of the Croydon is a very good criterion; it could hardly exceed that, if it came to so much.

3225. Generally speaking, is the character of the country through which the proposed line would pass, such as to make it an expensive, or a tolerably cheap line?—I will refer to Mr. Cubitt to answer that.—(*Mr. Cubitt.*) It is about a medium line. There has not been time since I knew these circumstances for me to survey the line; I have had the ground gone over, and I am now collecting the parish surveys, and shall have a section taken of it within a week.

3226. Looking at that line of country generally, to which I am now particularly

larly alluding, is it much covered with houses or ornamental grounds?—With ornamental grounds, but none of which we should go through.

3227. Then, generally speaking, you do not consider that the purchase of land would be very expensive in that particular line till you come to the Elephant and Castle?—It would not be; neither are there any difficulties; there would be one short tunnel through the ridge opposite Beulah Spa.

3228. By a short tunnel, do you mean a few hundred yards?—Yes, some fraction of half a mile.

3229. Do you know the nature of the soil?—I have not yet tried it; I calculate it to be similar, but not so bad as Forest-hill, and Forest-hill is bad.

3230. What sort?—A bad specimen of the London clay.

3231. But you hope that, supposing the tunnel were to be driven at the point to which you allude, you would find the soil rather better than that?—Rather better; I hope, considerably better. I am not sure that it does not approach the green sand.

3232. As far as the Brighton and South-Eastern traffic is concerned, you have no doubt that that would be the best line?—Not the slightest doubt. At the same time I should observe, that the scheme I have now laid down does not at all militate against traffic going to London Bridge also.

3233. You would give in fact two termini according to your project, the one to the Elephant and Castle, the other to London Bridge, making use in a minor degree of the Greenwich Railroad?—Yes; and the entire of the Croydon.

3234. Upon the whole, do you think, speaking as a person of great experience, that the formation of this new line would be a fair thing to impose upon the South-Eastern and Brighton Companies?—I think quite so, as I stated in my Report; and I may remark, that I have always had that in view as the only complete arrangement for the lines running to the south-eastern parts of the kingdom.

3235. You think it would not be calling upon those companies to expend money which they would not have a fair remuneration for?—I think the remuneration would be ample, and that it would be much more convenient to the public, and much more easy to manage the business of the companies respectively as to their different stations.

3236. You would not venture to give a guess as to the sum that the formation of this new line would cost?—I should say between 300,000 *l.* and 400,000 *l.* the extreme, that is, between 40,000 *l.* and 50,000 *l.* per mile for the railway, being an extremely high average; in fact it is almost the extreme, setting aside viaduct railways like the Greenwich. I should be prepared, if the Committee should continue to sit, with an approximate section and an approximate estimate.

3237. In the space of a fortnight?—Yes, I would engage to do it in the space of a fortnight.

3238. Mr. *Thornely.*] Are you not of opinion that a terminus at the Elephant and Castle would raise the price of your railway very much above the estimate that your chairman has given, comparing it with the estimate of the expense of the Croydon Railway?—I think the Croydon Railway has had as many unforeseen contingencies as would amount quite to that contingency.

3239. But the Croydon Railway terminating upon the Greenwich does not pass over building ground and houses in the way that your terminus at the Elephant and Castle would do?—It does not; but still I deem the Croydon Railway to have had a great share of additional expense, arising from the character of the country and their ground, and their mode of proceeding, which would be equal to the building property taken in this case; but, at the same time, in giving my probable estimate to the Committee, I have stated a higher figure than the Croydon.

3240. Mr. *Freshfield.*] Do you anticipate any great difficulty as to convenience to the public in having a terminus at the Elephant and Castle?—I esteem it of great convenience to the public to have a terminus there, inasmuch as it is equally distant from all the bridges, and it communicates more readily, and with less thronged thoroughfares, with all the northern and western parts of the metropolis.

3241. Your line would be on the other side of the Kent-road, would it not?—As you approach the Elephant and Castle from London Bridge, the terminus would be at the back of the Elephant and Castle, to the left of the Streatham road, just at the back of the buildings.

3242. Could you proceed onward without inconvenience from the Kent Road?—Yes.

3243. Does it not involve this difficulty, that you could never have any branch from

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from the Elephant and Castle westward or south-westward by steam power?—I should make the terminus sufficiently high to be continued over any of the roads; but with reference to other communications, the other side of the Streatham road will afford an exceedingly good terminus, in my judgment, for the Southampton Railway; in that case the whole of the western and southern business of the metropolis would go from the same central spot, and where the great concourse of passenger traffic in coaches is now carried on, and therefore it would entail very little if any additional nuisance of a passenger kind, the neighbourhood being devoted to that business now.

3244. And making your terminus so high would not be inconvenient to passengers and horses?—No, because the merchandize station would be further back, with an inclined plane, for the purpose of getting up to the railway; a trifling incline, a small road.

3245. Lord *G. Somerset.*] I will now direct your attention to the second project, viz. employing part of the Croydon Railway, thence diverging, and so forming a terminus at the Elephant and Castle; what would be the expense that that new branch from the period of its leaving the Croydon to its arriving at the Elephant and Castle would be?—That would be more expensive in proportion, inasmuch as it passes over a great length of low road; from Chard-terrace, Peckham, to the station, it would have to be almost entirely a viaduct, whereas the other line goes more over the surface of the ground, it being higher ground.

3246. You say that the first project would be eight miles?—Yes; and the second four-and-a-half.

3247. You say that you conceive that the first project would cost about 400,000 *l.*; taking a similar rough guess for the other, what would that cost?—Nearer four than three; there would be an elevation for nearly two miles from Chard-terrace to the terminus, varying from 40 feet to 20 feet all the way; the longer line comes nearer the surface of the ground up to near the terminus.

3248. Then in fact you would be inclined to state that the second project would be almost as expensive as the first?—It would be nearly as expensive, though much shorter.

3249. You take 400,000 *l.* for the first, and 300,000 *l.* for the second?—Yes; the Dartmouth Arms line I have surveyed before minutely for a similar purpose.

3250. What is the difference between the whole distance of the first project and the second?—It is as near as may be four miles and a half from the proposed new station at Croydon to the Dartmouth Arms, and four miles and a half from the Dartmouth Arms to the Elephant and Castle station, being nine miles by the Croydon and Dartmouth Arms line.

3251. What is the other?—Eight miles; it is a mile shorter by the proposed line; the Croydon Extension, as I term it.

3252. Do you conceive that there will be a much greater advantage in having a positive integral line of communication from the Croydon line to the Elephant and Castle, than in having a communication partly upon the Croydon and partly by an extension line from the Croydon?—The greatest objection to the Dartmouth Arms line is going on and off the Croydon line, after having parted with the Brighton and South-Eastern, and being a mile greater in length, and the new part being proportionably more expensive according to its length than the Croydon line, in my judgment.

3253. Then taking the South-Eastern and the parties who are willing to form the Croydon Extension line, it would be as economical to them to form that extension line, as to form the other line from the Croydon, reckoning what they would pay the Croydon for that line from the Dartmouth Arms to Croydon?—I think it would; I should prefer that plan of the two, if I was to advise.

3254. What the Company must pay for using the Croydon from the Dartmouth Arms to Croydon, would raise a capital more than equal to the difference?—It would.

3255. What do you conceive would be the expense of the project of running two additional lines upon the Greenwich ground from the point of junction of the Croydon Railroad with the Greenwich?—There is about a mile and three quarters to widen, and it could be widened either for an additional line or for an additional two lines.

3256. Take the additional two lines?—The ground there the Greenwich parties would value at something over 100,000*l.*; if it was to be taken as valued, they would put something like that value upon it.

3257. Do you mean that the Greenwich company would say that the ground which you must occupy in forming two additional lines was worth 100,000*l.*?—I do, and I believe they would not let it go for that if it was to be bought for two lines to be independent of their line.

3258. If it was to be in conjunction with their line, what would be the value of the ground?—The Greenwich Railway now, as I understand the bargain, take 3*d.* for every passenger passing over that mile and a half, or mile and three quarters of railway, they finding the railway complete and keeping it in repair.

3259. Can they do it under their Act?—Yes.

3260. Is that the extreme charge they can make?—(*Mr. Yeats.*) They can charge 6*d.* They can charge for the use of the whole line; if you use only half, they may, under their Act of Parliament, charge for the use of the whole.

3261. But supposing they undertook it with you on certain conditions, what do you think would be the fair market value of that additional ground?—(*Mr. Cubitt.*) I think if they take the toll, they should find the railway, and make it perfectly convenient and safe to the public.

3262. You say that that land would be valued at 100,000*l.*; do you mean to say they could get any jury to give that sort of verdict against parties wishing to buy that land, or that it is a mere fancy price which they would demand by way of securing a monopoly?—They state that it has cost them that, as part and portion of what they have made their railway upon.

3263. You mean to say that they have said that this additional ground, which is to be taken for two additional lines, has cost them 100,000*l.*?—So they say.

3264. If you had that ground, what would be the expense of forming a double line of railroad from the point of junction to the station at London-bridge?—I scarcely can say; probably 100,000*l.*

3265. Then would there be any additional expense in transferring the warehouses and stations, and so forth, from the north to the south?—On a fair arrangement between the parties there would be no difficulty; it is a thing that they would never do of themselves. The Greenwich Railway Company have sold sufficient ground, on the north side, to the Croydon for a high sum of money; now the right mode of working the line would be to make that the Greenwich station.

3266. Would that be an additional charge upon the persons using that terminus; namely, the transference of the station of the South-Eastern and the Brighton to the south, instead of the north side of the present Greenwich Railroad?—If the Greenwich Company were to transfer their station to the present Croydon station, and an additional viaduct were made alongside the present one, bringing two lines of railway upon it, the station would be then enlarged by the breadth of two additional lines and the breadth of the present Greenwich station; and it might be made a fair station for the long-passenger traffic; and about a furlong back, in Bermondsey-street, they have sufficient ground to make a very fair and reasonable station.

3267. Mr. *Freshfield.*] Short of that, would it not be sufficient for the purpose of the Greenwich Railway that they should take back that portion of the station which is intended to be transferred to the Brighton. There is a part of the station of the Croydon which is required, at present, for some purposes by the Brighton Railway?—Simply for the pay-offices.

3268. Will it not be sufficient for the purpose of the Greenwich that they should take that part, with a further extension, which they would have the means of making to the north, and widening the Croydon station to the south?—The widening of the Croydon station to the south would join on to the present Greenwich station. I contemplate that the Greenwich should do their business to the north, and the other companies entirely to the south; but how the thing could be effected in an amicable way, or what the arrangement could be, I am totally unable to say.

3269. Lord *G. Somerset.*] But taking the price of the land, and the price of the work, it would be about 200,000*l.*, the additional two lines from the point of junction with the Greenwich Railroad to Tooley-street?—I think it would.

3270. And then there may be some little additional expense charged for the erection of a station on the south of the Greenwich line, instead of the north?—That would be very little indeed, because the ground is already raised.

3271. You expect that the double line would cost about 200,000*l.*?—Yes, that is my impression, without calculating it as an engineer.

 3272. Mr. *Freshfield.*]

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3272. Mr. *Freshfield.*] Are you clearly of opinion that you could obtain an efficient station by increasing the width to the north?—Not an entirely effective station for the long lines.

3273. Lord *G. Somerset.*] Does not a very large proportion of the traffic, particularly to Brighton, come from the West-end?—I think it does.

3274. And the Tooley-street station is not so convenient to those?—It is not so convenient as the Elephant and Castle.

3275. It is not so convenient to the generality?—It is more convenient to what is called the city traffic.

3276. But take the whole of the passenger traffic, more especially as connected with Brighton, the west end of the town would contribute more than the city?—I think so.

3277. And practically speaking, the Elephant and Castle is a much more central situation for a station than Tooley-street?—Yes; I endeavoured to put the thing as clearly as I could in the report I made.

3278. And to the Dover traffic, the same observation applies?—Yes.

3279. In fact the great proportion of traffic under the arrangement at Tooley-street would have to go a great distance to arrive at that station?—My feeling on the general question is, that at present the Greenwich line, as connected with the Croydon, is not safe to run trains as often and quickly as they intend to run them; and if they run them so frequently on Sundays and holidays, I think it will be necessary to make some arrangement to regulate that, and, on the other hand, I deem it insufficient, looking at the whole question, that after all, do the best we can, although it may be made very good, that line never will be sufficient for the whole traffic.

3280. And this might be the result, that supposing you had a station at the Elephant and Castle for the Croydon Extension line, you might have an additional communication for those going to Tooley-street?—No doubt the Croydon business might go on to the Elephant and Castle or to the London-bridge terminus.

3281. Can you state whether the South-Eastern Company have entered into any agreement with the Croydon, which binds them to carry their traffic along the Croydon line?—I am not aware of any.

3282. Can you state why those projects for which plans were lodged in 1836 were abandoned?—(*Mr. Yeats.*) The first project of the company was to make a terminus at Nine Elms, and one at London-bridge; but early in the year 1836 The Speaker of the House of Commons declared it as his opinion, that the company never could obtain from Parliament that power until the existing outlets were found insufficient; and the fork terminus to the Southampton Railway was abandoned in the year 1836; it was again taken up with a view of carrying it to the obelisk in St. George's-fields, and in consequence of the pressure of the money market at that time, it was considered advisable not to prosecute it until the line was further advanced.

3283. Was that communication by The Speaker of the House of Commons in writing or in conversation?—In conversation.

3284. With whom?—The solicitor of the company, Mr. Fearon, and Mr. Burke, the Parliamentary agent.

3285. Do you think there would be any difficulty in raising amongst your own shareholders money enough to carry out the execution of what Mr. Cubitt calls his Croydon Extension Line?—To the extent of which Mr. Cubitt has spoken I think there would be no difficulty whatever.

3286. You think they would be willing to subscribe to the amount of 400,000*l.* for the execution of the project?—I fully believe that they would; but I should mention that, by an arrangement between the Brighton and the Dover companies, we are bound to offer to the Brighton Company the opportunity of participating in any extension line that may come nearer to London or the westward.

3287. But your impression is, that if the Brighton did not choose to join with you, you would have the means among your own shareholders of raising that additional sum?—I have not the slightest doubt.

3288. In the shape of additional shares?—In the shape of additional shares.

3289. Or increasing the old ones?—It would have the effect of increasing the old ones to the extent of 8,000*l.*, the estimate being 400,000*l.*

3290. Mr. *Loch.*] Is it your opinion, after hearing the proposal on the part of the other companies, that they could afford sufficient station-room at Tooley-street for all the business that is likely to come upon them, both in passengers and goods,

after

after the Dover and Brighton lines are opened?—(*Mr. Tyndale.*) Not without a considerable outlay.

3291. Is there sufficient room to obtain it without interfering with St. Thomas's Hospital?—Not without taking that down entirely, or removing the church; and I should say that by far the greater proportion of passengers to Dover and Hastings, and Brighton and Tonbridge Wells, is from the west end of the town; that where there is one coach from the City, there are five from the west end of the town.

3292. What would you do with the goods coming along your railway?—The goods must be conveyed away immediately on their arrival, unless warehouse room can be found.

3293. Which could not be found without taking the church, or some of the property belonging to the hospital?—Certainly not; there might to be ground at Bermondsey-street.

3294. Lord *G. Somerset.*] What are the facilities that the House of Commons could afford you if this Committee thought fit to recommend to its consideration the adoption of the Croydon Extension line?—As far as I recollect the Standing Orders at this moment, I think the facilities which they could give us would be to suspend them as far as concerns the deposit of the subscription deed, and the deposit of the plans, in March.

3295. You think you would be able to give your notices and deposit your plans in November, and that indulgence you would ask of the House for the purpose of enabling you to submit this line within about the same space of time as the general line would be completed?—Yes.

3296. What is the relief which you would wish the House of Commons to afford you with regard to the subscription deed, if you took the line under the recommendation of the Committee?—That we might add to shares, under the authority of the statute, and to take the subscriptions as we could get them.

3297. And to avoid the deposit of 10 per cent.?—No, I do not wish to avoid that. I feel that we are placed in this position, that an additional sum of money must be raised in so short a time, that unless we could make a deposit we could not succeed in it.

3298. You do not propose to ask Parliament to allow you not to make the deposit, but that you should not be pressed to deposit a subscription deed?—Yes, and the plans in March.

3299. Have you any objection to depositing the subscription deed in November?—I want to get rid of the subscription deed.

3300. What is your objection to the subscription deed?—It limits us very much; gentlemen do not like to put their hands and seals to deeds; they do not know their liability. Another thing is, that you are dealing with an incorporated and constituted body. It is a very different thing when you are dealing with a body of men who are not associated together by any bonds of union at all. That is the reason, I take it, that Parliament requires the subscription deed.

3301. You have no objection to the deposit of 10 per cent. upon the amount proposed to be raised, but you wish, under the consideration of your being an incorporated body, that you should have the advantage of raising money in such mode as you can without putting down the names of the subscribers in the form of a subscription deed?—Yes.

3302. You state that your own subscribers would raise the money by additional shares, or in some other form?—Yes.—(*Mr. Yeats.*) We should require further powers; at present we are limited to calls of 5*l.* per share.

3303. You want to proceed in the ensuing session, instead of being thrown off another year?—Yes; that we may have the whole line opened from London to Tonbridge in the same time that we shall open from the junction to Tonbridge.

3304. *Chairman.*] What is your objection to the plan which seems to have met with the approbation of the chairmen of the Greenwich and Croydon and Brighton Companies, that two lines should be added to the Greenwich Railway from the station to Corbett's-lane?—My objection is, that under that arrangement there are no means of procuring for us the facility of bringing carriages or passengers up to the station without incurring very considerable risk and injury to the carriages, and perhaps to the parties themselves; as at present formed, the only approach of the Croydon is from a point considerably below the level of the rails, and there is no means of getting access to the carriages at the Croydon station at present, but I apprehend that they propose that they shall be put upon trucks at the foot of the

T. W. Tyndale, William Cubitt, and James S. Yeats, Esqrs.

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railway, and then hoist it up to the level of the railway by means of a fixed engine. Now, your Lordship must see that gentlemen would have a great objection to having their carriages so used, and also to being themselves hoisted up in that manner, particularly when they had ladies with them. Then, besides that, there are no means of accommodating us with warehouse room, except going back to Bermondsey-street, where warehouse room may be obtained, but not so conveniently as the Elephant and Castle; and more especially the quantity of traffic that now goes over London-bridge is sufficient frequently to impede the trade, and if you had a concourse of passengers from the railway, it would occasion greater impediments in going over it; all this would be avoided by going to the Elephant and Castle; in fact, I think that when the Dover line is opened no gentleman travelling in his own carriage would go to the station at London-bridge, but would meet it at New-cross.

3305. The first inconvenience you have mentioned is, that it would be necessary to raise the carriages to the level of the railway; could not that be remedied by an inclined plane?—No, I think not; not by an inclined plane that horses and carriages could travel on.—(*Mr. Cubitt.*) It could be done if the general station for the Croydon and South-Eastern were made on the south side of the Greenwich Railroad, where the Greenwich now is; the difficulty would, by that means. in a great measure, cease.

3306. Therefore, if the two stations were changed, that difficulty might be obviated?—It would not be perfectly obviated, but in a very great degree.

3307. Do you think that there would be any danger to passengers from two lines being added to the Greenwich Railway, or that that would not completely obviate the danger to passengers which exists from the four railroads using one railroad?—Two additional lines would completely obviate all the difficulty and danger of crossing the lines.

3308. Mr. *Loch.*] That, however, would involve the necessity of altering the station of the Greenwich?—It would require to have the stations altered, as I have stated.

3309. Lord *G. Somerset.*] A curve at the junction must always be somewhat objectionable?—No more objectionable than as a curve; the curve is rather quick; it is rather objectionable, but that is of but little importance.

3301. Mr. *Loch.*] It would also expose all the traffic coming from the three railways to that very inconvenient inclined plane up to the summit of the railway?—It would; the inclined plane from New-cross to the Dartmouth Arms also is three miles in length, at 1 in a 100; by the dotted line you escape half of it, and by the other line you escape it all.

3311. Mr. *Childers.*] Do not you consider that it is the intention of those three parties, if they make those two additional lines, to change the station from the south side to the north side?—I do not think they will cordially agree in any arrangement for the safety and convenience of the public; not that they have any indisposition to agree, but that each looks to his own peculiar interest so much, that they will manage it very badly.

John Davis Paine, Esq. called in; and Examined.

John Davis Paine, Esq.

3312. *Chairman.*] ARE you an engineer?—Yes, a civil engineer and architect.

3313. Have you been concerned in the making of any railroads?—I have been very much concerned in surveying a western terminus for the several lines of railway south and east of the metropolis. I have surveyed the whole of that side of the water.

3314. Have you surveyed on behalf of the Brighton or the South-Eastern Railway?—On behalf of the Westminster and Greenwich Railway Company, the plans of which are now deposited with Parliament.

3315. For any other railway have you been concerned?—Not in London. I have been concerned in the Edinburgh and Leith and Newhaven, which I believe is now executing.

3316. The only one upon which you have surveyed on the south side of the River is for the Westminster and Greenwich Company?—Yes.

3317. Mr. *Loch.*] What was the object of that survey?—To obtain a western terminus for the South-Eastern, Brighton, and Croydon Railways, bringing the traffic to the west, as the Greenwich Railway does to the eastern part of London.

3318. Will you state to the Committee the plan which you have considered as best calculated to answer those purposes?—The plan leaves the Greenwich Railway

way at High-street, Deptford. This is a general plan, which will give the course of the railway. [*The Witness delivered in the same.*]

3319. Lord *G. Somerset.*] What is the exact point of junction with the Greenwich; is it at Corbett's-lane?—Just below Corbett's-lane; it is at High-street, Deptford.

3320. Then your proposal would be to cross the Croydon Railway?—Yes, we have arranged with the Croydon directors to cross that line at the height of 18 feet.

3321. How are you to join the Croydon and South-Eastern lines?—By throwing off a curve from the Dover-road to their station at New-cross.

3322. What would be your gradient to join with them?—I think it is 1 in 198; but I have the sections deposited for the next session of Parliament. I will refer to them and ascertain it.

3323. How do you cross the Croydon upon an elevation of 18 feet?—Because the ascending gradient of our own line will just allow us to do it, and give us 18 feet.

3324. What is your ascending gradient?—About 16 feet in a mile; rather less than that, but I will refer to the plans. [*The Witness referred to the plan.*]

3325. Mr. *Baring.*] What would be the distance from your own station at Westminster-bridge to the junction with the Greenwich?—Four miles seven furlongs.

3326. Lord *G. Somerset.*] What would be your greatest curve?—7¾ furlongs 10 chains.

3327. Mr. *Baring.*] Is the Bill before Parliament?—The plans have been deposited for the next session.

3328. How near do you pass to the Elephant and Castle?—Within about a mile and a quarter; the ascending gradient is 1 in 270, and the descending 1 in 269.

3329. Lord *G. Somerset.*] Have you any subscription list?—Yes, it is all prepared. Whether it is fully signed up I am not aware.

3330. What is your general estimate?—£. 663,000.

3331. That is the railroad in fact carried from Westminster-bridge to that point of junction with the Greenwich which you have stated?—Yes.

3332. The distance being four miles and three quarters?—Yes.

3333. Mr. *Loch.*] What portion of that sum is for the execution of the railroad, and what for the purchase of property?—If I remember rightly the purchase of property is 220,000 *l.*; there is very little valuable property in the whole line that is required to be taken except in Newington-place; there are no houses of any value.

3334. Shall you cross all the roads?—All the roads it crosses, the lowest height being 21 feet.

3335. And it is proposed that this railroad shall be the common terminus of three railroads, besides whatever additional traffic may come direct from Deptford?—Yes.

3336. Do you mean to provide both for the accommodation of the goods' traffic as well as passengers' traffic?—Yes.

3337. Where do you suppose that you will find room enough to have a station for goods?—At a site of ground belonging to the Archbishop of Canterbury, at Stangate, with a river frontage.

3338. Just opposite to the site of the new Houses of Parliament?—Yes.

3339. It is to be built upon arches the whole way?—Yes, upon groined arches, not upon continuous arches, as upon the Greenwich. A great saving will be effected upon the railway by using the groined arch, which will be sufficiently strong.

3340. How many lines do you have?—We have provided for making four lines of railway, if we take up any of the long lines. I say that with reference to a plan that was deposited some time since for bringing the Brighton traffic direct towards the Elephant and Castle; an arrangement was made then to receive that line upon our own, and bring them to Westminster-bridge, which I have conceived to be a better terminus for the railways than the Elephant and Castle.

3341. Does that estimate which you have mentioned just now include those four lines?—Not four lines.

3342. Then what additional expense would those four lines create?—I am not

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not prepared to state the exact amount, because the length of the four lines is hardly decided yet.

3343. But you say you have some arrangement with the Brighton; is it an arrangement in writing, or what sort of arrangement has taken place?—It has been in conversation with parties interested as to what it was supposed would meet the views of the parties.

3344. Not with the Brighton Board?—Not with the Brighton Board, but with Mr. Cubitt, the engineer of the South-Eastern; I have submitted that to him.

3345. Has there been any regular discussion between those parties whom you represent and the South-Eastern Board; with Mr. Tyndale, for instance?—Not officially; I have been before the Board several times.

3346. They have not held out any encouragement to this line so as to induce you to think they mean to approve of it?—Not directly; Sir John Rennie's Brighton line passed the resolution in our favour.

3347. But neither with the present Brighton Board, nor with the present South-Eastern Board, have you any regular understanding or agreement?—Not officially.

3348. What agreement have you with them?—I have been in communication with the chairman of the Brighton Company, and with the chairman of the South-Eastern Company, and with Mr. Rastrick, the engineer of the Brighton Company, and with Mr. Cubitt.

3349. But it has not amounted to more than conversation?—No; except the resolution of Sir John Rennie's Brighton line.

3350. *Chairman.*] Then I understand that your arches are to be built wide enough to take more than two lines of rails?—They will be built wide enough for the four rails to be put down when it is known whether those lines will join us. We have proposed to take power in our Act for the construction of those four lines, because by that means we shall keep the lines for the long trains distinct from the traffic in the integral line between Westminster-bridge and the Greenwich: I might observe, that when Captain Alderson reported upon the Brighton lines he had those plans before him, but not officially.

3351. Do you expect to find close to Westminster-bridge space enough for the erection of warehouses necessary for your own line, for the Brighton line, and for the South-Eastern line?—By pulling down a few houses which are of, comparatively speaking, trifling value, there is ample space.

3352. You said that you had surveyed the line with the view of ending at the Elephant and Castle at one time?—Not a detailed survey; a general survey.

3353. What led you to abandon the plan of ending at the Elephant and Castle, and prefer ending at Westminster-bridge?—Because Westminster-bridge I consider a more complete terminus for what a line of railway would require, such as the South-Eastern and Brighton lines.

3354. Do you know what it adds to your expense coming from Kennington-lane to Westminster-bridge?—I cannot say in exact figures; it was proposed to throw off a branch line from Canterbury-lane to join the Southampton, and bring the Southampton traffic directly to Westminster-bridge. I have surveyed the line with that intention.

3355. That would go by Lambeth?—Yes.

James Kennerly, called in; and Examined.

James Kennerly.

3356. *Chairman.*] ARE you an officer of the Southampton Railway Company?—I am.

3357. Do you remember a case occurring some time back in which a gentleman was taken up who said that he came to meet his wife at the railway?—I do, of the name of Parsons.

3358. Will you state what were the circumstances of that case?—He came to the office door which all the passengers go through who go to the trains, and inquired what time the train would be up. I was with the clerk, standing by him; the clerk told him, in my hearing, "In about a quarter of an hour's time;" he then went away; about a quarter of an hour or 20 minutes after the train came in, and he came running to the door, and with him were two persons, very shabby in appearance, and

and it is not usual to pass through the office any but persons whose appearance is highly respectable, except when they are going to the trains; that is done with a view of keeping out all improper persons, as the passengers' luggage is exposed; and we should, unless we exercised some discretion, be continually losing passengers' luggage; and he was told that the passengers came out at the next gate. He muttered some expression, and went to the next gate, and a few minutes after I went out and saw this same Mr. Parsons scuffling with a constable, and I went up. The constable called me to his assistance; he complained of having been knocked down by him, and he was taken to the station for assaulting the constable in the execution of his duty. It is not usual for any person to go in at that gate unless he is passed by some person duly authorized to give permission; in that case he would have a written order, otherwise I would be sent to the constable on duty to say, "Let that gentleman pass;" but that would not occur once in six months, because he would be passed through the office in the regular way that the passengers go, and not up that gateway.

3359. How long was he detained before be was brought before a magistrate?—This was on the Saturday night; he was bailed on the Saturday night to attend and to answer the charge on Monday morning. The case was put back for further examination, and his counsel, Mr. Clarkson, attended.

3360. *Mr. Loch.*] Did he state why he wanted to go into the station?—He did not; he said he expected somebody by the train, and having some one with him, the clerk told him to go to that gate.

3361. Was that the gate into which you do not admit people without an order?—Yes; but that is the only way for passengers to come out from the trains, so that if they waited at that gate they could not miss the passengers coming out.

3362. Did he make an application to be allowed to go into the station for the purpose of meeting his wife?—Not till the second time; he wanted then to go through, and that is the reason he was not let through, because of those two persons with him.

3363. To whom did he state that he wished to be let in for the purpose of meeting his wife?—I heard nothing of that kind mentioned, but the constable was ordered to take him to the station, and then he said he came to see his wife.

3364. *Chairman.*] Was his wife there?—There was a lady came by the train, whom, I presume, was his wife; I have no reason to suppose otherwise.

3365. Are your orders not to admit any one at the time the trains come?—No, there is no order to that effect; it is a rule with the clerks; all persons if they go to this gate and want admission, the constable sends them to the office to the clerk, and he has the discretion, from the appearance of the party, to let persons go in; any person of respectability that makes application they never refuse, unless it is some very extraordinary circumstance.

3366. Mr. *Loch.*] If he had mentioned at the time that he came to meet his wife, would he have been refused?—No, I never knew an instance; if a person is respectable they never refuse.

3367. *Chairman.*] Have you had any other case where persons have complained of being refused admission?—Yes; several have complained, not to a magistrate; but when it comes to be explained to the party why there is a difficulty in their getting in, they are generally satisfied.

3368. Have there been many robberies committed?—There have been a few carpet-bags stolen. I am not aware of more than that; they are very particular at that railway.

3369. Mr. *Loch.*] Was he a respectable person in appearance?—He was highly respectable; he did not apply to be let in the first time he came, but he applied to know what time the train came, but when he came the second time those other persons were with him.

3370. In company with him?—They seemed eager to come in.

3371. Then they did not come with him?—They were with him at the office, and I concluded that they wanted to go in with him.

3372. You had no reason to believe that they were in company with him?—No; but the clerk thought they were together, having seen them together in the office; and to pass one and exclude the other would cause discontent to the parties.

3373. Did they say that they wished to go in?—No; when he was told to go to that gate, they went likewise.

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3374. Lord *G. Somerset.*] Then you refused his entrance, because the other parties wanted to come in?—Yes.

3375. So that a respectable man who has the misfortune to have blackguards following him must be kept out?—The clerk acted under that impression.

3376. Looking back at the transaction, do not you think the man was sufficiently respectable to be let in to meet his wife?—Yes, I should say he was.

3377. Do you think he was properly treated in having that refusal?—I do not say he was; if I had had discretion I would have passed him.

3378. The clerk has gone?—Yes, the last I heard of him he was in France.

3379. Was his conduct upon that occasion in any way connected with his going?—No.

3380. Did the directors make any observation upon his conduct in that case?—He was had before the secretary, but what passed I am not aware; I was not present at the time.

3381. Being still employed under the company, you are of opinion that this was not proper conduct to be used towards a person of his appearance?—No, I do not consider it was.

3382. You have no orders at this time to refuse any individual making an application in a civil manner, and of common ordinary respectable appearance?—Not the least; if they come to me I refer them to the clerk, and if none is present but myself, if he is respectable, I pass him.

3383. Suppose the present clerk should act in the manner the former clerk did, should you think it your duty to represent it to the secretary?—I do not think I should; that would put me in an unpleasant situation with the clerk.

3384. You are a subordinate officer to the clerk?—Yes.

3385. But so far as your own discretion would be sufficient, you would not refuse a respectable individual?—No, by no means.

3386. You would make a distinction between a respectable man applying, and a man who appeared to be of that description that he might endanger the property of the passengers?—Yes; and I should refer them to that gate, and tell them that they could not miss any passenger that came up. The gentleman seemed very passionate.

3387. *Chairman.*] Is there any convenient place attached to the station, where a person may wait who is waiting for a friend?—Yes; if any gentleman or lady tells me they are waiting for the train, they are invariably shown into the waiting-rooms, and when the train comes there is a bell rung, and I or another officer go and tell them the train has come, and they must apply to the officer to pass them; and I never knew an instance of a decent person being refused.

3388. Had this person been shown into this waiting-room?—No; when he had made the inquiry when the train was coming in, he went away immediately, and I saw no more of him till he came again, or I would have shown him the waiting-room.

3389. Lord *G. Somerset.*] Is the constable still in the employment of the company?—Yes.

3390. What is his name?—Ellis. He is directed to refer them to the office, and not to suffer any person to go up there; they are so particular that they would not admit a private carriage.

3391. Are you in uniform?—Yes, always in uniform.

3392. None of the constables, or gate-keepers, are out of uniform?—No; they are all in uniform similar to the metropolitan police, only different in colour.

Martis, 18° *die Junii*, 1839.

MEMBERS PRESENT.

Mr. Childers.	Lord Seymour.
Mr. Freshfield.	Lord G. Somerset.
Mr. Loch.	Mr. Thornely.

THE RIGHT HON. LORD SEYMOUR, IN THE CHAIR.

Thomas Grainger, Esq., called in; and Examined.

T. Grainger, Esq.
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3393. *Chairman.*] ARE you an Engineer?—I am.

3394. Have you been employed on any part of the Arbroath and Forfar Railway?—I have.

3395. Is that railway nearly completed?—Nearly so; it is so far completed that it has been in operation since the 3d of January last.

3396. Mr. *Loch.*] Do you happen to know the Act of Parliament, whether it was under the 6th of Will. 4, c. 54, the company was incorporated?—It was in 1836; they have only had one Act.

3397. The capital amounted to 70,000 *l.*?—Yes.

3398. With the power of borrowing 35,000 *l.*?—Yes.

3399. What is the length of the railway?—Fifteen miles and a quarter.

3400. Between Forfar and Arbroath?—Yes.

3401. Is it laid down with a double rail or a single?—The ground is taken, and bridges built, and other works done, for a double line, but it only contains a single line of rails, with passing places, with the exception of that portion of the line adjoining to the town of Arbroath, where the line is in some places double, in other places treble.

3402. How much of it is open?—All of it, only some of the stations are not completed, and the warehouses.

3403. What is the gauge between the two lines?—Five feet six inches.

3404. That is a material departure from the ordinary gauge adopted in this country, is it not?—It is nine inches and a half wider.

3405. Is it so great as that the Great Western adopted?—Not by 18 inches.

3406. Why should you have departed from the ordinary rules, and not have adopted that of the Great Western?—Our opinion was, that the English gauge was too small, namely, four feet eight inches and a half; but, on the other hand, we thought seven feet was too much, and what we have adopted is an intermediate width; we thought five feet six inches and a half quite sufficient to give all the space that was necessary for the proper construction of locomotive engines, and at the same time gave us a carriage of considerable capacity, useful not only for passengers but for goods.

3407. How many passengers do you carry inside in one of your coaches?—Twenty-four.

3408. How many sit in a row?—Five; we carry sometimes as many as 30 third-class passengers in one carriage.

3409. You have also been connected with the Dundee and Arbroath Railroad?—Yes.

3410. What length is that?—Seventeen miles.

3411. Is it completed?—All but about a mile, next the town of Dundee.

3412. Is that likely to be completed soon?—In a few months.

3413. Is there any connexion at Arbroath between the two railways?—They unite at Arbroath.

3414. So that it will go from Dundee through Arbroath to Forfar without stopping?—Yes.

3415. You have adopted the same gauge?—Yes.

3416. Have you a double line or a single one?—Double, the whole way.

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3417. Of course you are well acquainted with the English lines of railway?—Some of them.

3418. You have travelled along them?—Yes.

3419. From your great experience as an engineer, you have thought a great deal on the subject of different gauges, have you not?—I have given it a good deal of consideration.

3420. State to the Committee whether you think that in the additional width given to the gauge of those two railways, you have obtained all the advantages you have expected?—Such is my opinion; after considering all the other lines, and seeing them here, I have come to the conclusion that five feet six inches and a half, as near as we go at present, is the proper width.

3421. Does it arise from the greater capacity you are able to give to locomotive engines?—Partly, but it enables us to construct the carriage for the conveyance of goods better; it enables us to place goods between the wheels, and by that means to keep down the centre of gravity much lower than if the whole platform was raised above the wheels.

3422. Have you adopted the same system in the construction of your passenger carriages?—No, not quite.

3423. Mr. *Thornely.*] It is for the carriage of goods you think the different gauge you have adopted is superior to four feet eight inches and a half?—Yes.

3424. Mr. *Loch.*] What is the diameter of your carriage wheels?—Usually three feet.

3425. Where do you have your locomotives made?—At Dundee.

3426. With how many wheels?—Six.

3427. Is it your opinion six wheels are more advisable than four?—Decidedly.

3428. You are aware of the discussion that has taken place between the London and Birmingham and the Grand Junction?—I am not aware of the discussion, but I am quite satisfied that all engines of six wheels are better and a great advantage; if you get the carriage with six wheels, there is a saving of the wear and tear of the carriage and the road on which they go.

3429. In what way does it save the wear and tear of the carriage and the road?—If you have a carriage placed on four wheels on a low part of the rail, the carriage pitches into it; if, on the contrary, it was to consist of six wheels, and four wheels in a uniform part of the road, the weight of the carriage does not come upon the wheel which sinks down, it bears it over it; I think that is of great importance.

3430. What is the diameter of the driving-wheel of your locomotives?—Five feet.

3431. You do not contemplate giving the wheels a greater diameter?—I think if it had been to do again, I should have recommended six inches more, making five feet six inches.

3432. You have no very steep gradients on either line, have you?—The Dundee and Arbroath line is almost level; no part of it is steeper than one in 1,200. One part of the Forfar line, for three miles, is one in 200; but it so happens that portion of the line is where the trade preponderates downwards, so there is not the same disadvantage as if the goods were going in the other direction.

3433. We have not got exactly what the cost of the Dundee and Arbroath Railway was; do you happen to recollect what was the sum you were empowered to raise under the Act of Parliament?—I think the capital is 100,000 *l.*, with power to borrow one-half or one-third, I am not sure which.

3434. Now, Mr. Grainger, as those works are pretty nearly completed, in the first place, did you make the estimates for the construction of those works?—I made the one between Arbroath and Forfar, and Mr. Miller, my partner, made the other.

3435. Has the result turned out according to the estimate?—The Dundee and Arbroath will not very much exceed it; the other will exceed by 15,000 *l.* or 20,000 *l.*

3436. What are the causes that have made the excess in the latter railway?—The price of property in Arbroath is one cause. At the time we obtained the valuation of the property, it was the value of the property before the Act was applied for; but in consequence of railway property rising one-third, the Company

pany had to pay for that. In some instances we have taken more land than was contemplated.

3437. How have your estimates as to the engineering portion of the work turned out?—I think it may be 10,000 *l.* or 12,000 *l.* more, speaking from recollection.

3438. On the Arbroath and Forfar?—Yes; we also increased the weight of the rails from what we contemplated at the time the Act was passed.

3439. What was the increase of weight?—From 42 lbs. to 48 lbs.

3440. What is the length of the bearings?—Three feet.

3441. And stone blocks?—Nearly all timber.

3442. With longitudinal bearings?—No, they all cross; I may mention the ground consists of a dry gravel; so that the same proportions are not necessary upon that line as on the English ones, in the neighbourhood of London.

3443. On the Dundee and Arbroath Railway, how have the estimates of the engineering part of the work turned out?—I think very little more than the Parliamentary estimates.

3444. How do the Company intend to make up the difference between what they cost and what they were estimated at?—I presume they will borrow.

3445. Then the whole money that is required to complete the two lines will be obtained within the powers of the present Acts?—Yes.

3446. Lord *G. Somerset.*] When you say a certain excess, do you mean beyond the whole estimate, or beyond the specified estimates; you allow 10 per cent. for contingencies?—There was an allowance.

3447. Do you mean to say your excess is beyond that allowance for contingencies, or the same?—Our estimate on the Forfar line was 68,000 *l.*, and the capital stock only 2,000 *l.* more, with power to borrow half, so that the whole money we were entitled to raise was 101,000 *l.*

3448. Was your 68,000 *l.* an estimate of 58,000 *l.* and 10,000 *l.* for contingencies, or 68,000 *l.* without any allowance for them?—It included contingencies.

3449. A per-centage was allowed in your estimate for contingencies?—Yes.

3450. Do you exceed the contingencies as well as the estimated expenses?—The contingencies are what we have exceeded in.

3451. *Chairman.*] You have seen that petition which has been sent to the House of Commons from the Arbroath and Forfar Railway Company?—Yes.

3452. Do you agree with the view taken by the petitioners there?—Yes, I do.

3453. What remedy would you suggest for the evil which you say arises from the present system of taxation?—A tax upon the gross revenue from the passengers.

3454. Mr. *Loch.*] In what manner do you think the present mode of levying taxes on railway passengers operates disadvantageously, either to the railway or the public?—Because, being charged by the distance travelled over, without any regard to the charge made, or the speed at which they travel, or the construction of the carriages, it is exceedingly oppressive on the lower class of passengers, and, in many instances, prevents railway companies from carrying passengers at a lower rate than they otherwise would do. I may mention a few weeks ago I addressed a letter to a Member of the House of Commons, which embraces my view very well on the subject; if it is the pleasure of the Committee, I would read it.

[*The same was read, as follows:*]

"It is generally admitted, that wherever a cheap, safe, expeditious, and comfortable means of conveying passengers has been established, either upon land or water, the increase in travelling has in almost every instance far exceeded what could reasonably have been anticipated. The most striking illustration of the truth of this observation which has come under my notice is the increase in the intercourse between Glasgow and Greenock, since the establishment of steam-boats on the Clyde. Previous to that time, the daily average number of travellers between these towns did not exceed 80 up and 80 down, but now the average number is understood to be upwards of up and down. In the case of the railways, too, whether we look to America, the Continent of Europe, or this country, the truth of the observation is equally established, that this increase in travelling is partly due to the safety, expedition, and comfort which the steam-vessel and railway carriage afford; yet experience has shown, that by far the greater part of this extraordinary increase is to be ascribed to the low charges.

Steam-boats in every part of the world have hitherto been entirely exempted from taxation, and the consequence has been, that the system has been allowed freely to develope itself, and extend its beneficial influence into very remote districts. Railways, also, in every quarter of the world, with the exception of Great Britain, and not even excepting Ireland, have also been

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been exempted entirely from taxation. To this circumstance I ascribe much of the success which has attended them. According to the present law, as applicable to Great Britain, the charge for each passenger is one-eighth of a penny per mile, without the least regard to the gross charge made, the speed at which they travel, or the ability of the class of passengers conveyed to pay; so that the first peer of the realm pays, in so far as respects distance, neither more nor less than the poor labourer, who finds it difficult to pay even the lowest rate of fares. It appears to me that a more unjust and unfair mode of levying a tax can hardly be conceived, and is wholly inapplicable to the case of railway conveyance in general, but more particularly to the railways in Scotland, and not a few in England, where a low rate of charge is quite essential to the very existence of a passenger-traffic. The Government have found this law so oppressive or inoperative in its nature, that upon none of the Scotch railways prior to October last, so far as I am aware, has it been exacted, but, on the contrary, the Treasury have, on considering the circumstances of the respective cases, very properly compounded for the tax. Since the beginning of October, however, a different course has been pursued, in the case of the Edinburgh and Dalkeith Railway, and also in the case of the Garnkirk and Glasgow Railway, and perhaps also in the case of some others. These lines were among the first in Scotland to show to what extent a passenger-traffic could be carried by carrying at a low rate; and now, when they have created that trade, and before those who have contributed the means of constructing them have been secured in an adequate return, it is as iniquitous as it is unjust on the part of Government to subject them to an impost which is calculated most materially to diminish their traffic, and subject the public to much inconvenience.

This tax may at first sight appear to be but inconsiderable, but trifling as it may appear, it is quite surprising what effect a small increase upon the charge has in reducing the number of passengers conveyed. In proof of this, I shall here give two or three extracts from railway returns, which are now before me. I find that upon the Glasgow and Garnkirk Railway in 1836, when the charge upon the second-class passengers was 6 *d.*, the number of passengers conveyed amounted to 145,703.

3455. Mr. *H. Baring.*] Was that in one year?—In one year.

In 1837, when the charge was raised to 8 *d.*, the number of passengers conveyed fell to 119,490, being a decrease of 26,213, when, looking at the preceding years, there should have been an increase; but taking the months of April 1836, 1837, 1838, and 1839, the numbers stand thus:—

In 1836, when the charge was 6 *d.*, 12,733, showing the greater number the lower rate. In 1837, when the charge was 8 *d.*, 9,594; in 1838, when the charge was 8 *d.*, 9,798; in 1839, when the charge was 10 *d.*, 6,989. So that here that, on raising the rates from 6 *d.* to 8 *d.*, a diminution of one-fourth in the number took place, and from 8 *d.* to 10 *d.*, a diminution of about one-third; and the number carried when the charge was 6 *d.* is nearly double that carried when the charge was 10 *d.* Again, in the case of the Dundee and Newtyle Railway, during the months of August, September, and October, when the charge upon second-class passengers was raised from 1 *s.* to 1 *s.* 3 *d.*, the number of passengers during these three years, was, in 1836, 12,186; lowered again to 1 *s.*, 1837, 18,560; 1838, 20,555. Another instance which I shall give you, is from the return of the Paisley and Renfrew Railway Company. During the months of January, February, and March 1838, when the charge for the second-class passengers was 4 *d.*, and for the first-class 6 *d.*, the number carried was 19,012. During the months of January, February, and March last, when the charge for the first-class was 8 *d.*, and the second-class 6 *d.*, the number conveyed was only 12,273, being a reduction of 6,739.

It may be said that the late rise from 8 *d.* to 10 *d.* was more than sufficient to meet the tax, but a little consideration will show that this is not the case; for the company have not only to put on an additional charge to meet the tax itself, but also an additional charge upon the number actually conveyed, to make up for the number of passengers lost by the increase. This arises from the circumstance, that the expense of conveying passengers by steam-power is very little affected by the number carried; but no company can carry with a profit at a cheap rate, unless the number of passengers be considerable. Similar instances have also been mentioned to me, all tending to show how much the number of passengers was affected by the rates upon the railways in the Netherlands as well as in France.

So long as stage-coaches and other similar means of conveyance are subjected to taxation, it may be too much to expect that railways are to be entirely exempted; yet it is difficult to discover upon what principle of equity canal and steam-boat passengers are exempted, while railway passengers are not so. This seems the more unjust, as in some instances canal and railway conveyance are brought directly in competition with each other. In the case of the Garnkirk Railway, by which a railway communication is formed between Airdrie and Glasgow, there is a direct competition with a canal conveyance, the latter being entirely clear of all taxation, and the former subjected to a tax of 600 *l.* to 700 *l.* a year. What makes the case much worse, is, that the original share of 100 *l.* of the canal stock is understood to be worth 1,200 *l.*, while the market price of the 50 *l.* shares of the railway is at present only 38 *l.* It will be stronger still if the passengers between Glasgow and Greenock by railway are subjected to a tax, while passengers of the steamboats are allowed to escape. It has already been noticed, that according to the present mode of levying the tax, the poor labourer or mechanic pays the same rate upon the miles travelled as the most opulent traveller; but this is not all, for when it is reduced to a per-

centage

centage upon the respective charges for the different class of passengers, it will be found that the charge upon the poor man is treble, if not in some cases quadruple, what it is upon the rich. For instance, upon the London and Birmingham Railway, the Southampton Railway, and several others of the English lines, the tax is less than four per cent. ($3\frac{89}{100}$) upon the charge in the first-class carriages, while the per-centage on the charge for the third-class carriages on the Arbroath and Forfar Railway is nearly 16 per cent. ($15\frac{6}{10}$). On the Edinburgh and Dalkeith Railway it is 12 $\frac{1}{2}$ per cent. of direct tax, besides several other indirect taxes, which raises it nearly to the same per-centage as the third class of the Arbroath and Forfar line.

ENGLISH RAILWAYS.

NAMES.	Charges on the Classes respectively.			Length of Lines.	Rate per Mile on the respective Classes.			Tax showing the Per-centage on the Classes.		
	1st Class.	2d Class.	3d Class.		1st Class.	2d Class.	3d Class.	1st Class.	2d Class.	3d Class.
Birmingham and London.	30/	20/	- -	112	$3\frac{21}{100}$	$2\frac{14}{100}$	- -	$3\frac{89}{100}$	$5\frac{85}{100}$	—
Liverpool and Birmingham.	21/	14/	- -	97	$2\frac{6}{10}$	$1\frac{73}{100}$	- -	$4\frac{8}{10}$	$7\frac{22}{100}$	—
Great Western Railway, part opened.	5/6	4/	3/6	22$\frac{1}{2}$	$2\frac{93}{100}$	$2\frac{13}{100}$	$1\frac{87}{100}$	$4\frac{26}{100}$	$5\frac{88}{100}$	$6\frac{67}{100}$
Southampton Railway, part of.	9/	6/	- -	38$\frac{1}{2}$	$2\frac{83}{100}$	$1\frac{87}{100}$	- -	$4\frac{41}{100}$	$6\frac{87}{100}$	—
Sheffield and Rotherham Railway.	1/	/9	/6	5$\frac{1}{4}$	$2\frac{29}{100}$	$1\frac{71}{100}$	$1\frac{14}{100}$	$5\frac{48}{100}$	$7\frac{3}{10}$	12 per cent.
Manchester and Liverpool.	6/6	5/6	4/6	31	$2\frac{38}{100}$	$2\frac{13}{100}$	$1\frac{74}{100}$	—		
Greenwich Railway -	1/	/8	- -	4	3	2	- -	$4\frac{19}{100}$	$6\frac{25}{100}$	—
Croydon Railway -	1/9	1/6	- -	10$\frac{1}{2}$	2	$1\frac{48}{100}$	- -	$6\frac{25}{100}$	$8\frac{74}{100}$	—

SCOTCH RAILWAYS.

NAMES.	Charge on the respective Classes.			Length of Lines.	Rate per Mile on the respective Classes.			Tax showing the Per-centage on the Classes.		
	1st Class.	2d Class.	3d Class.		1st Class.	2d Class.	3d Class.	1st Class.	2d Class.	3d Class.
Edinburgh and Dalkeith Railway.	/10	/8	- -	8	$1\frac{1}{4}$	1	- -	10	12 $\frac{1}{2}$	—
Garnkirk and Glasgow Railway.	1/3	/10	- -	10	$1\frac{1}{2}$	1	- -	$8\frac{33}{100}$	12 $\frac{1}{2}$	—
Arbroath and Forfar Railway.	2/	1/6	1/	15	$1\frac{6}{10}$	$1\frac{2}{10}$	$\frac{8}{10}$	$7\frac{81}{100}$	$10\frac{41}{100}$	$15\frac{6}{10}$
Dundee and Arbroath Railway.	2/6	2/	1/4	16	$1\frac{88}{100}$	$1\frac{1}{2}$	1	$6\frac{65}{100}$	$8\frac{33}{100}$	12 $\frac{1}{2}$
Dundee and Newtyle Railway.	1/6	1/3	1/	10$\frac{1}{2}$	$1\frac{71}{100}$	$1\frac{44}{100}$	$1\frac{14}{100}$	$7\frac{31}{100}$	$8\frac{58}{100}$	$10\frac{77}{100}$
Paisley and Renfew Railway.	/6	/4	- -	3$\frac{1}{4}$	$1\frac{83}{100}$	$1\frac{23}{100}$	- -	$6\frac{83}{100}$	$10\frac{16}{100}$	—

To bring that out, I have put in this table from eight of the English railways, showing the charges made, the length of the lines, the rate per mile, and also the proportions, from which it will be seen, the charge, taking the per-centage on the first-class passengers on the Birmingham, is $3\frac{89}{100}$ per cent.; contrasting that with the Arbroath and Forfar third class, the tax is about $15\frac{6}{10}$ per cent. I suppose the average of the English will be five per cent., while the others will be eight or ten per cent. Then in Dalkeith the tax amounts to 12 per cent. Although much has been already done to create and increase passenger-traffic, and to extend the benefits of that mode of conveyance, by carrying at very low rates, and it is only by so doing railways can be established, maintained, and extended, and I am far from thinking that this system has yet been carried to its full extent. In this opinion I am strengthened by a strong public representation which has been lately made to the directors of the Arbroath and Forfar Railway, recommending that on every Saturday, the third-class carriages should be reduced to one-half of the present rates, or 6*d.* for the whole distance of 15 miles. As the law now stands, such a suggestion cannot be listened to, as the Government tax could exact nearly 33 per cent. of the whole charge, and perhaps double of the profit of the whole, which sum of itself would be considered a sufficient profit to the company; so that if the Government tax were levied in this way, it would be 33 per cent. on the whole

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sum. Having now endeavoured to show the injustice of the present tax upon railway travellers, and how it will, if not altered, not only prove exceedingly hurtful to existing railways in a pecuniary point of view, but prevent their extension, mar their usefulness, and disappoint the hopes of the railway and the public, I shall now proceed to state in what way the tax might be laid on so as to adapt itself to the circumstances of railways in all situations. This I purpose to accomplish by levying the tax upon the gross revenue. By adopting this plan, the different railway companies would have it in their power to accommodate their charges to the means of the mass of travellers as well as to the charges made and required; and if they found it expedient to reduce the speed on the rates in order either to extend or maintain the traffic, and where this was found to be necessary, it is but fair and reasonable that the Government should also participate in the reduction. This mode of laying on the tax would not at once accommodate itself to such cases, but would make its collection exceedingly easy. According to this plan, too, the interests of the Government and the railway companies would be nearly identical, namely, to get the greatest return, without regard to the number of passengers; while at present it is the interest of the company to reduce the number of passengers as much as possible, by which the public are made to suffer, while it is the interest of the Government to have that number as high as possible. In pressing this subject upon the favourable consideration of the Government, it appears to me that you are warranted in taking very high ground with them, as all the Scotch railways, so far as I am aware, have been executed without being indebted to the Government one sixpence. This cannot be said of all of the English lines. It may be confidently stated, that the Scotch railways have in every case been proved beneficial to agricultural, commercial, as well as manufacturing interests. In many cases, too, they have proved highly beneficial to the proprietors through whose grounds they have been carried; but they have not as yet in every case proved beneficial to those who have embarked their capital in the undertaking. The most of them, however, are supporting themselves and producing a moderate profit; only this profit is yet so moderate, that it will not bear an impost such as that now levied; and it is surely in the highest degree impolitic on the part of Government, as well as inconsistent with their treatment of the other parts of the empire, to do anything which is in the least degree calculated to militate against any of the existing railways, which may be calculated to prevent their further extension. It has been contended, that so long as stage-coaches and other similar vehicles are taxed, it is but fair and reasonable that railway passengers should also contribute their share of the burden. This may be a good reason in some parts of England, where the stage-coaches and other means of conveyance have been almost entirely superseded; but in almost no instance in Scotland has this been the case, these railways having in almost every instance created a trade for themselves. For instance, between this city and Dalkeith three and four two-horse coaches were established, carrying about 50 passengers each way per day. Since the establishment of the railway about 500 are carried each way per day. In the case of the Arbroath and Forfar Railway, previous to its opening in January last, even a single stage-coach could not be supported; but the average number of passengers conveyed daily for the last nine weeks has been at the rate of nearly 70,000 per annum, with every prospect of a still further increase. This is to be ascribed entirely to the moderate charge. In the case of the Dundee and Newtyle Railway, the number of passengers travelling is nearly 200 a day, while previous to that the parallel turnpike road could only support a stage-coach three days a week. The Paisley and Renfrew Railway may also be given as an instance; but I feel persuaded that I have given a sufficient number of instances to show that as yet railways in Scotland have not been the means of superseding stage-coaches to an extent which at all goes to justify the Government in imposing a heavy tax, and still less so upon such an unjust principle. I am not at present prepared to say what tax the Scotch railways might bear, but if I may be permitted to hazard an opinion, I should think that four per cent. upon the gross revenue would not be objected to.

3456. Mr. *Loch.*] In those cases where you have mentioned the consequence of the addition made to the rate on passengers, do you happen to know how that affected the net income of the company?—No, I do not; I believe in some cases they have been much about the same.

3457. May this happen also, that you may increase the amount of the fares upon passengers, decrease the number of passengers, and yet add to the income of the railway?—In some cases you may maintain the income of the railway if there was no material increase in the tax; but in the case of the Dalkeith Railway they do not expect that the profit from passengers this year will exceed 2,000*l.* Government, according to the present estimate, will sweep off half that.

3458. It has no locomotive engines?—No.

3459. They pay a tax similar to stage-coaches, do they not?—No, they do not; they have been relieved of that.

3460. Lord *G. Somerset.*] Is the Committee to understand, your objection is to paying any tax at all, or to paying the amount in this particular manner?—I think so long as stage-coaches are taxed, it is too much to expect that railway companies should be exempted; but the tax ought to be on the gross revenue, and not on the distance travelled over; for if according to the present system passengers

passengers go 12 or 15 miles an hour, which is quite satisfactory to the public in many parts of Scotland, it is not reasonable that they should pay the same tax as on the Birmingham and Great Western, where the public are quite able to pay when they go at 30 miles an hour in comfortable carriages.

3461. Mr. *Loch.*] What connexion has the rate of speed with the amount of the tax?—It enters into the expense of the haulage.

3462. Lord *G. Somerset.*] In what way do you suppose stage-coaches are now taxed; on what principle?—So much per mile, according to the number of passengers licensed.

3463. Do you object to the same rule being laid down as to railroad conveyance?—Yes; I think so, certainly.

3464. You have no objection to pay the same rate of duty as stage-coaches now pay, calculated in the same manner?—Why, I think there might be very great objections to that.

3465. What are your objections to that?—In the case of the stage-coaches, I understand they must pay the duty whether they are full or empty; now that would be exceedingly inconvenient for the railway companies.

3466. Why?—Because it frequently happens that if a great number of passengers present themselves they attach another carriage, and away they go. It is for the interest of the public.

3467. You think that impracticable?—And not only impracticable, but highly impolitic.

3468. As to the amount of the duty paid by stage-coaches, do you not suppose that the principle on which they are taxed, that is, that they pay a positive sum, whether they carry passengers or not, must be considered an increase of duty on them practically?—Undoubtedly.

3469. Do you think, at this moment, that railroad carriages are taxed as highly, taking every consideration into account, as stage-coaches are?—I think they are not.

3470. What difference do you suppose, as regards railroad conveyance, exists between the different rates paid by them and by stage-coaches?—I do not know precisely the difference; I am satisfied stage-coaches are much higher charged than railroad conveyances.

3471. Your application is to pay less than you do now?—No, not so much; I think in some cases you would make no reduction; but the present mode does not accommodate itself to the circumstances of the company, in the charge on the rate of speed.

3472. Then, if I understand you correctly, you argue that the present mode of taxation bears unequally on the different companies, as well as unequally on the different classes of society who travel?—Yes; but principally on the different classes of travellers.

3473. How do you propose to remedy the inconvenience without loss to the revenue?—I do not anticipate there would be a great reduction in the revenue on that account; I should think, in many cases, there would be an increase. Take the case of the Arbroath and Forfar Railway; we are carrying from 200 to 300 passengers a day parallel to a line of road which could not support a coach at all, and never did; so that here there is no stage-coach superseded, not one; on the contrary, there is rather an increase. There is a branch coach which brings passengers to one portion of that line; so that there must be a reduction. Though the sum drawn in the way I suggest may be less than according to the present plan, still I am quite satisfied the sum drawn, according to my plan, would be more than they have hitherto drawn.

3474. What sum of money have you paid in any six months on account of this tax as to that railroad?—It has only been opened five months; nothing has been paid as yet at all.

3475. Take any railroad, any of those you have mentioned on which you have made calculations, and state what taxes have actually been paid at this time?—I shall take, first, the Edinburgh and Dalkeith Railway. In the first two years they paid 20*l.* a year; in the second two years, 200*l.*; then in another two years, 250*l.*, and this year it is expected to be 1,000*l.*

3476. Has the tax been the same all the time?—No; it is a composition; there is a composition for six years. In Garnkirk, in 1836, the composition was 10*l.*; in 1837 it was 150*l.*; in 1838 it was 150*l.*; this year it is expected to be 600*l.*

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3477. Mr. *Thornely.*] Is that doing away with the composition?—Yes, and the consequence is, they have raised the fares. The Dundee and Newtyle, in 1834 and 1835, paid 10*l.*; in 1836 and 1837, 60*l.*; in 1838, 150*l.*

3478. Lord *G. Somerset.*] You are talking not of what you might have paid, but what was paid?—Of what was actually paid under the composition.

3479. How was it calculated?—I do not know.

3480. Does that composition, to your mind, represent what you think ought to be the future duties, supposing the stage-coach duty kept at its present amount?—No, I think that they are rather low, some of them; but I suppose, on the Dalkeith Railway, four per cent. on the gross revenue might last year produce 271*l.*: the composition was 250*l.*

3481. Hitherto, you have had a very good bargain of it?—It was a fair composition.

3482. Hitherto, you have had a good bargain?—I think it is reasonable.

3483. That is, you have not had so much levied on you as might have been levied?—Yes, but now they are pulled up, it has injured the trade exceedingly.

3484. Now you begin to feel the tax severely?—Yes; they rose the rates, and down came the passengers.

3485. You have stated one case in which the passengers fell from 19,000 to 12,000?—Yes, I did; that was the case with the Dundee and Newtyle.

3486. Was the Paisley and Renfrew opened in April 1837?—About that time.

3487. Is it on the Paisley and Renfrew there was a falling off?—Yes, that is one instance.

3488. To what extent do you attribute that enormous falling off of 19,000 odd hundreds to 12,000 odd hundreds, in the case of the Paisley and Renfrew Railway?—Almost entirely to the additional charge,

3489. Do you not conceive the novelty of opening the railway had a good deal to do with it?—No, it appears it was in the winter months; it took place a year afterwards.

3490. You mean to say that difference in the charge produced the difference in the amount of one-third of the passengers?—I am not aware of any other reason.

3491. Have the company reduced the rates?—They have.

3492. What has been the result of that experiment?—The numbers are nearly returned to the old amount.

3493. What were the means of conveyance between the same points?—None but walking, it being a short line; it is three miles and a quarter only.

3494. No short coaches?—No coaches; there was a coach or two before the railroad was opened, but not since.

3495. What was the charge the coaches made before?—I think about 9*d.*

3496. By the railroad how much is it?—Fourpence and 6*d.* each person; I mentioned 6*d.* and 8*d.* I think.

3497. When you made your calculations for the railroads in Scotland, as well as in England, you took the rates of fare which coaches were in the habit of receiving as the ground of what you yourself should levy?—No; we ranged a good deal lower.

3498. Yes; that is, you multiplied the number of passengers, and reduced the amount of the expenses; but you took that as the criterion by which you should make your own calculation?—In part.

3499. What deduction did you make from the positive prices charged by coaches in your calculation?—We calculated at the rate of about half what they were charging at the time.

3500. Have you kept to those rates generally?—Yes; the present charge is 4*d.* for second-class passengers, and by far the greater number are of that class.

3501. Do you not think it would be some degree of injustice as to the second-class passengers if the duty was to be levied on a per-centage?—I think not; quite the reverse.

3502. Perhaps not so great, but it would be a good deal?—It would not be at all, compared with the present rate; it would be by far the fairest mode; if it was found convenient to carry at 1*s.* instead of 2*s.*, Government would get only half, but they would have a great number of passengers, and the company would be better able to pay the tax.

3503. Take the case of a company making by its conveyance 20,000*l.* a year, what

what per-centage would you suppose ought to be levied on that as a tax?—I should think four or five per cent.

3504. In those returns you have a per-centage, varying from how much?—From 4 to 16.

3505. That is the third class, the 15 per cent., is it not?—The third-class passengers; the charge being 1 *s.* for 15 miles.

3506. The highest rate in your calculation is 15 and 6-10ths per cent.?—Yes.

3507. And the first class seven?—On the Scotch lines, and nearly four per cent. on the Birmingham, and much the same on the Great Western and Southampton.

3508. Mr. *Loch.*] I think you stated that it is expected this year that the Dalkeith Railway will produce 1,000 *l.* to Government?—That is expected; I have a letter from the manager, which I received yesterday, and that is the statement he makes.

3509. That is enforcing the full payment of the tax under the present law of one-eighth?—With the exception of the tax upon coaches, they pay the same; they pay the full tax as if they went by locomotive engines.

3510. You state that 1,000 *l.* a year is likely to be the amount of tax the Government will receive, calculating the mode of conveyance on the railroad as if it were worked by locomotive power?—Yes.

3511. Have you considered what per-centage you would lay on the gross income of the company to produce to the Government the same amount of tax?—No: it would be a very large sum. The gross revenue of that line for passengers is about 6,700 *l.* a year, the gross revenue. One half goes to expenses, so that at four per cent. it produces 271 *l.*; it would be nearly 17 per cent. on the gross revenue to produce 1,000 *l.*, but 1,000 *l.* is one-half of the whole profit expected from the passenger trade.

3512. Admitting that high per-centage to be levied on the gross income of the railroad, would that be a boon to the second-class passengers?—Yes, it would, inasmuch as it would enable the company to carry them at a lower rate.

3513. Do you think the company would be willing to make that transfer, agreeing to pay that high per-centage on the gross revenue, if the tax were to be altered to that?—I am not prepared to say they would; but they have raised the rate since they got notice that the tax was to be paid, so that the presumption is, that if that tax had not been raised no rise would have been made.

3514. What has the result of raising the rate been?—The number of passengers carried for the first five months of 1836 was 94,712; the number of passengers carried for the five first months of 1837 was 95,930; for the first five months of 1838, 88,802; and in the first five months of the present year, 81,792; showing a diminution of about 20,000; but there should have been an increase, in consequence of the line being now opened into Dalkeith, which was not the case during the first three years I mentioned; in place of that there is a falling off; the rise of from 8 *d.* to 8 *d.*, and the present price is 10 *d.*

3515. There was a rise in 1838 from 6*d.* to 8*d.*, and in 1839 a rise to 10*d.*?—No; there is a rise to 8*d.* during the months of December and January last.

3516. But there have been two separate rises, one to the end of 1836, and another to 1837?—It appears not.

3517. Then there has been a considerable diminution of the number of passengers carried in the commencement of 1837, as compared with 1836?—No, very much the same; there was no increase of rate there, but the rise has been made in December last, when the tax was imposed.

3518. There was a diminution in point of numbers between 1838, the first five months, as compared with a similar period in 1837, of above 7,000 passengers?—There is a diminution.

3519. Lord *G. Somerset.*] Your attention has been called to the Stamp Acts, under which stage-carriages generally are taxed?—No, not particularly; it has not been directed to it at all.

3520. Not so as to institute a fair comparison between their roads and yours?—No.

3521. Then you would not be prepared to deny that the present rate or duty on stage-coaches is above double?—It is a good deal, I know.

3522. An outside passenger is considered the same as an inside passenger, so far as the tax is concerned?—The second-class passengers are not so comfortable.

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3523. What I mean is, that the inside passengers of stage-coaches and the outside rank the same so far as the stage-coach tax is concerned?—I believe so.

3524. Mr. *Loch.*] The coach gets a licence?—Yes.

3525. Lord *G. Somerset.*] The coach pays so far for its original licence, and then so much according to its number of passengers; do you know that when the coach is licensed there is no distinction in that payment between the inside passengers and the outside?—No distinction is made that I am aware of.

3526. But there is the same distinction between the inside passengers and the outside of coaches, and the second class and first class of railroad carriages, is there not?—They are the same class of people; but I am not aware that coach proprietors or Government make any distinction between the outside and the inside.

3527. And they make no distinction whether the coach goes ten miles or two miles an hour?—Yes; I believe that for those which travel two miles an hour there is no charge at all; they are then waggons.

3528. You mean that there is no distinction as to the rate at which they are going, whether fast or slow?—The difference is so very inconsiderable, whether the coach is going at seven or at eleven miles an hour, being a range of only four miles an hour; but if you have a range from 45 miles an hour, which has been the speed on the Great Western, and ten on the Dalkeith, you have some reason in making a difference in the charge.

3529. Do you not suppose that there is as much variation in going at a great pace with stage-coaches in the wear and tear of horses and coaches, as there is on the railroad?—I think not.

3530. Have you taken pains to ascertain the wear and tear produced by certain degrees of celerity on railroads?—I have bestowed some attention; it is greatly increased when you get to a high velocity.

3531. What do you consider the lowest velocity from whence you would make your calculation; do you take 15 miles an hour as your lowest speed?—I should think, as engines are now constructed, 15 miles an hour is the most economical speed you can adopt, both for goods and passengers.

3532. What difference would there be between 15 miles an hour and 20 miles an hour?—Fifty per cent. in expense

3533. And what difference would there be between 20 and 25?—In the same proportion.

3534. Then it would be double between the 15 and 25?—Yes.

3535. Increasing it further beyond 25?—Yes; as you would go on increasing, the expense would be considerable.

3536. Fifty per cent. for every five miles additional in the pace?—Yes; very much depends on the circumstances; the construction of the engines is a very important element, and the size of the wheels.

3537. Those are matters over which companies have control?—Yes.

3538. And as to the gradients, do they make a difference?—Yes, they do, and the direction of the line on which the load preponderates, and whether on a descending line or not.

3539. Do the curves make any difference?—They do.

3540. Is it considerable?—Yes.

3541. When you say there is a difference of 50 per cent. between 15 miles an hour and 20 miles an hour, you take that as an average, or is it with reference to any particular curve or gradient?—It is a sort of rough estimate.

3542. You have attributed all the variations in the number of passengers, in the different statements you have made as to the respective railroads, entirely to the variation in the fares?—Yes.

3543. Without any other concurrent cause, such as winter or summer, or any circumstances extraneous to the charge?—No; in the comparison I have made, I have taken the same months of the year.

3544. No extraneous circumstance, beyond the variation in the price, enters into your opinion on that subject?—I am not aware of any.

3545. Mr. *Loch.*] Taking one period with the other, you mean to make a comparison with one part of the year and another; you do not mean to say, that because the number of passengers is less in October than in July, that that is owing to the difference in the fares, but that it is owing to the difference in the weather?—I have made all my comparisons in the same months of the year.

3546. I think

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3546. I think you stated, that on the Dalkeith Railway the power there used is horses?—Yes.

3547. How does that happen to be the case?—The Act was obtained in 1824 and 1825, at the time locomotive engines were considered such a nuisance, and the country proprietors opposed the Bill; they would not allow them to be used.

3548. Is it so considered that locomotive engines cannot be used; are the rails too light?—Yes, and the curves too sharp.

3549. Mr. *Baring.*] What is their highest rate of speed?—About 10 miles an hour.

3550. Mr. *Thornely.*] What is the length of that?—Eight miles.

3551. Is it one on which many passengers are taken?—Nearly 30,000.

3552. Mr. *Loch.*] And it is calculated on the same principle as if managed by locomotive power?—Yes; Government might have exacted more, but they have relieved them of that.

3553. No tax is taken for the horses?—I think not; I think they are relieved from that head, precisely on the same footing as though they had used locomotive engines; Government might have taken more.

Henry Lewis Wickham, Esq., Chairman of the Board of Stamps and Taxes; *Charles Pressly*, Esq., Secretary of the same Board; and Mr. *Richard Smith*, Assessor of Stage-coach Duties; called in; and Examined.

H. L. Wickham & *C. Pressly*, Esqrs. and Mr. *R. Smith.*

3554. *Chairman.*] (*To Mr. Wickham*). HAVE you seen any memorials or petitions on the subject of the present system of railway taxation?—(*By Mr. Wickham*). We have had some from Scotland; and one recommending the adoption of a system of levying the duty on the gross receipts, instead of the present duty of half a farthing per head per mile.

3555. Have you, from your acquaintance with the present system of taxation on railways, been led to think that it is a good system upon which they are at present levied?—Yes, I have, and I think it is very favourable to railways, as compared with coaches.

3556. What is the present system of taxation on railways?—It is contained in the 2 & 3 Will. 4, c. 120, and is as follows: "The proprietor or company of proprietors of every railway in Great Britain, along which any passenger shall be conveyed for hire in or upon carriages drawn or impelled by the power of steam or otherwise, shall pay for and in respect of all such passengers at and after the rate of one halfpenny per mile for every four passengers so conveyed." And be it observed, that the duty is charged upon the number carried, which is a very important difference between railroad and stage-coach duties; which latter duties are imposed as follows: "If the coach shall be licensed to carry not more than four passengers, one penny per mile; more than four, and not more than six passengers, three halfpence;" and so on, a halfpenny for every three.

3557. Mr. *Thornely.*] According to the number the coach will carry?—Yes, and whether they carry the number or not.

3558. Mr. *Greene.*] Does the same apply to the railway, whether carried or not?—No; on the railway it is only on those who are actually carried; on stage-coaches it is the number licensed. The coaches are obliged to take out a 5*l.* licence annually in addition, from which railways are exempted. I think therefore, that, as at present levied, the tax is certainly moderate on such passengers by railroads, and I do not see the advantage of any change. At present, with the fixed duty of one penny for eight passengers, it is in the power of the companies to put a higher rate on the first class and a lower on the second; and I think that, assuming the amount of revenue to be levied to be the same in both cases, it might be apportioned just as easily under the present mode of levying as under the proposed one. I have consulted our solicitor, who has had a good deal of experience in the matter, and he has furnished me with the following observations, in answer to the proposition of levying duty on the gross receipts, which I think are very clear. "The rate of duty on railway passengers is one-eighth of a penny per passenger per mile. Against the present mode of levying the duty, and the rate of it, the following objec-

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tions are urged:—First, that the tax falls heavily upon the poor passenger, who, although he pays a less fare than the rich one to the railway company for his conveyance, yet pays the same duty to the Government, and consequently, if the comparison be made with the fares which they respectively pay, the poor passenger is taxed at a heavier rate than the rich one; secondly, that this duty prevents the railway companies from greatly reducing their fares for the conveyance of poor passengers. To obviate these objections, it is proposed, on behalf of some of the companies, that the duty should be a per-centage on their gross receipts for the conveyance of passengers. As to the first objection, the tax does not in practice fall upon the passenger, but upon the railway company, who having a monopoly of this mode of conveyance, fix their fares at the highest amount which they deem it to be their interest to exact from the public, the question with them being, not at how low a rate they can afford to carry the public, but how high a rate the public will consent to pay for their conveyance. It is obvious therefore, that upon this principle, the fares are fixed without regard to the duty payable to the Government, the company take that upon themselves, and it forms so small a proportion of the sum paid by the passenger as fare, that if the duty were abolished no reduction of the fare would be made in consequence. The duty then is, in effect, a tax upon the company, and not upon the passengers. To illustrate these remarks, let us take the respective cases of a long railway and a short one. The London and Birmingham Railway is 112 miles in length, the duty, at the rate of one-eighth of a penny per mile, is consequently 1*s.* 2*d.* per passenger for the whole length; the fares are, first class, 30*s.*; second class, 20*s.* Now, if the duty were taken off, would the passenger have the benefit of the abolition of the tax by a corresponding reduction of the fare? It is supposed that the company would reduce the fare in the one case to 28*s.* 10*d.*, and in the other to 18*s.* 10*d.* Certainly they would not; why should they? They need fear no competition; there is no rival to entice away their customers by reduced fares, and a reduction to the trifling extent of the amount of duty merely would not induce a single additional passenger to travel by their railway. As an instance of a short railway, take the Greenwich; this is five miles in length, and the duty consequently five-eighths of a penny for each passenger the whole distance. The fares are, first class, 1*s.*; second class, 8*d.* Now, if on the abolition of the duty the fares were reduced to 11*d.* in the one case, and 7*d.* in the other, would a single additional passenger be induced by such reduction to travel along the railway? Assuredly not; and therefore and inasmuch as the company would by such reduction of the fares lose three-eighths of a penny on every passenger, it may safely be assumed that the reduction would not be made. The total abolition of the duty, however, is not what is asked for, but merely such a modification of it as will tax the passengers of different classes in proportion to the fares paid by them respectively. To this I would reply, that as the abolition of the duty would not affect the fares, so neither would any modification of it. Let us consider this with reference to the Greenwich Railway: the company, as we have seen, pay the duty of five-eighths of a penny for each passenger, and consequently 1 ¼*d.* for two, without distinction of class. Now if this duty were proportioned to the fares, the company would pay three farthings in respect of a first-class passenger, and a halfpenny for one of the second-class; but as in the aggregate the company would pay the same amount of duty which they at present pay for an equal number of passengers, it may be asked, what possible benefit could result from such a modification, either to the passengers of any class or the company? It is obvious that it would make no difference to any of these parties. The second objection requires but a very short answer. The duty of one-eighth of a penny per mile is so low a rate, and bears so small a proportion to the fares charged by the railway companies, that it cannot possibly have the effect imputed to it of preventing a great reduction of such fares in favour of poor passengers. Compared with the lowest railway fares charged in the kingdom, it would be found to be not an excessive rate of taxation, even if such lowest of fares were reduced by one half. With regard to the proposition for obviating these supposed, but groundless objections, I have to observe, that if it be deemed desirable to levy the duty by a per-centage on the gross amount of the fares paid by the passengers, instead of the present mileage duty, I see no objection to it on the part of the revenue, provided the rate per cent.

cent. be fixed sufficiently high to secure it from the possibility of loss by the change. What rate would just suffice for this purpose, I am not at present prepared to say; but I may observe, that by the Act 2 & 3 Will. 4, c. 120, an option is given to the postmaster in certain cases of paying as post-horse duty one-fifth of the sum charged by him for the hire of his horses, in other words, 20 per cent. on his gross receipts; and therefore having regard to this, I should not deem 10 per cent. an excessive rate of duty for the railway companies to pay. If, however, it be objected to by the railway companies on the ground of its being too high, I would reply, that not only is it less by one half than the rate of duty paid by the postmaster, but it is also considerably less than the rate paid by the stage-coach proprietor, who is struggling in vain for existence, exposed to so unequal a competition with the railways. Take the case of a stage-coach licensed to carry 12 passengers, viz., four in and eight out, from London to Birmingham, a distance of 112 miles; the duty on which, at 2½ *d.* per mile, amounts to 23 *s.* 11 *d.* on the number of passengers which the coach is licensed to carry; but inasmuch as of this number the average proportion of passengers actually carried does not exceed two-thirds, we must compute the duty of 23 *s.* 11 *d.* on eight passengers only; that is 2 *s.* 11 *d.* for each passenger only; that is 2 *s.* 11 *d.* for each passenger conveyed from London to Birmingham by stage-coach. On the other hand, the fares by railway are, first class, 30 *s.*; second class, 20 *s.*; and supposing an equal number of each class, the average fare is 25 *s.*, 10 per cent. on which would give 2 *s.* 6 *d.* only for the duty on each passenger conveyed from London to Birmingham by railway. I must not, however, omit to state, that whatever rate may be fixed upon sufficient for the purpose of indemnifying the revenue, I apprehend that the proposed change in the mode of levying the duty would meet with the strenuous opposition of some of the principal railway companies, upon whom it would impose a higher rate of duty than that which they now pay."—I think that is the point in question: the real matter of discussion is between Scotland and England. No doubt the Scotch pay a much higher proportion of duty than the English; that is, their fares are generally lower, and they carry a lower class of passengers. I observe, from a paper that has been drawn up respecting our great railways, that the per-centage upon the London and Birmingham and Southampton, and Great Western, and the Grand Junction, taking the first and second class together, is 5*l.* 1*s.* 7*d.* According to Mr. Grainger's statement, and according to another which I have, I should put the Scotch duty generally at about 10 per cent. on the fares. I think we have made that calculation; so that there is a considerable difference between the two countries. Hitherto the Scotch have not felt it so much, for we have allowed them a composition; they are now coming into full pay, and hence arises the complaint. But it must be considered —I assume of course that the amount of revenue to be received is not to be reduced—that if we reduce the Scotch duty, we must, in some degree, increase the English. It is not for me to say whether that measure is to be recommended. On the other hand, if we look at the whole amount of the passengers affected by these considerations, if we take the revenue received, it will be found that, in the last year, we only received from Scotland about 600 *l.*, while from England we have received 39,570 *l.* during the same period.

3559. Lord *G. Somerset.*] Will you state to the Committee, whether in any case in England compositions have been allowed for this duty with regard to railroads?—They have in certain cases, but, generally speaking, on the great railroads they have not been.

3560. Has any composition been allowed on the Birmingham or the Great Western, or the London and Southampton?—None whatever. On the Greenwich it has; on the Liverpool and Manchester there has been none.

3561. What railroads in England have had the advantage of this?—The Bolton and Leigh, which is 10 miles in length.

3562. On what principle was this advantage given, for advantage I presume it was, to these short lines?—It was given to enable them to begin their work, as a sort of encouragement to put them well on in their business. On that ground it has generally been given in Scotland.

3563. Has it been given as a bonus?—Certainly; to encourage the short railways, to give them encouragement at the commencement.

3564. Without reference to the advantage or disadvantage of the long lines of railroad?—Certainly, I think so.

 3565. I be-

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3565. I believe the Liverpool and Manchester Railway was opened some years before any tax was put upon it?—Yes.

3566. Have the goodness to state what actual bonus has been given to the railroads in Scotland by this composition, I mean what money has been received by way of composition, instead of the money which would have been received supposing no composition had been made?—I have not summed up the whole; I can give you the details; I will send up a statement. In the case of the Edinburgh and Dalkeith Railroad, the amount received for composition since its commencement in October 1832 to the 10th October 1838, when it ceased, was 940 *l.*, whereas the duty according to the statute would have been 4,832 *l.* 7 *s.* On the Garnkirk and Glasgow 340 *l.* have been received, whereas 3,117 *l.* would have been the duty; and so on with others.

3567. Mr. *Baring.*] Have all the Scotch railroads had it?—Yes, I believe all except one.

3568. Lord *G. Somerset.*] With regard to the English railroads, what sums of money have the compositions cost the country?—On the Bolton and Leigh 360 *l.* was received as composition from 1832 to 1838, whereas 1,768 *l.* would have been the duty according to the Act.

3569. Those compositions are not at all the same as the Scotch?—No, not in amount.

3570. How do you calculate the composition?—For the first three years, generally speaking, they have been nominal, merely peppercorn; there has been no very strict rule; it has generally been taken, according to circumstances, at a nominal rate; the next two years, at about one-third of the whole amount of duty. We know the number of passengers they carry, and the duty they ought to pay; we take one-third, then we take two-thirds, intending the next year to take the whole; that has been about the rule I believe.

3571. Mr. *Childers.*] In the case of the Greenwich, what has it been?—I think indulgence has been given to the Greenwich. Greenwich at first was charged with the full duty; then they petitioned the Treasury, and they were allowed to compound, under special circumstances, for one year, at 400 *l.*, having paid 2,300 *l.*, that being the amount due; the amount we ought to have received would have been 2,300 *l.*; the next year their composition was raised to 2,000 *l.*, and we should have received from them, if there had been no composition, 2,200 *l.*, so that it was very nearly the same; this goes on to 1839, afterwards they begin to pay according to the statute.

3572. Lord *G. Somerset.*] This composition is under the powers of the 2 & 3 Will. 4, c. 120, s. 52?—Yes.

3573. Which mentions that it shall "be lawful for the Lords Commissioners of His Majesty's Treasury, or any three or more of them, from time to time, where and wherever they shall deem it expedient, to compound and agree with the proprietor or company of proprietors of any such railway as aforesaid for any sum or sums of money less than the amount of the duties which may be or become chargeable under this Act, to be paid by such proprietor or company in lieu of the said duties for or in respect of the passengers conveyed or to be conveyed along such railway, during any period of time not exceeding the term of seven years; and from time to time to renew any such composition for any further period not exceeding the term aforesaid, upon such terms and conditions as may be agreed upon by and between the said Lords Commissioners and such proprietor or company." I presume the Treasury refer applications of this sort to you?—Yes.

3574. Do you consider it part of your duty to ascertain whether those concerns are flourishing or not, and require this encouragement?—Yes, we generally look into the whole circumstances, which, as regards Scotland, are reported to us by the Comptroller, who inquires fully, by means of his officers, into the state of the case; it is on that, and any further inquiry we are able to make, we decide whether to recommend to the Treasury a composition or not.

3575. Did it occur to you, after making the composition in the year 1832, to ascertain whether that company to which that composition applied was in better or worse circumstances than the preceding year?—The first composition is generally granted for three years—two or three; the moment that is over they come to us for a fresh composition; the same inquiries are gone into, and they are bound

bound to return to us the number of passengers carried during the years of the composition; so that we have that additional means of knowing the state in which they are.

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3576. In the inquiry you made on that occasion, did you ascertain what sort of profit was accruing to the company from their speculation in the railway?—The only means we could have of doing that was judging by their shares with the price of shares in the market; that was examined into by the Comptroller; the reports I have seen have always included that as part of the information.

3577. What do you take as a system of prosperity?—I am not sure I can answer that question; I can answer it from my own practice and experience in the case of one of the last; I think where we refused application for composition it was the Garnkirk and Glasgow; this is a report of the Comptroller on the Garnkirk and Glasgow, which, if the Committee will allow me, I will read over; it is very short.

Unto the Right Honourable the Lords of Her Majesty's Treasury.

The Petition of the Company of the Garnkirk and Glasgow Railway,

Humbly showeth,

1837.

That your petitioners were in December last under the necessity of submitting an application, praying your Lordships to accept of a modified sum in lieu of certain duties leviable from passengers conveyed along the Garnkirk and Glasgow Railway, under the Act 1 & 2 Will. 4, c. 120, s. 512, and on considering their application, your Lordships were pleased to authorize the acceptance of 150 *l.* as a composition for the above duties, for the year ending on the 10th of October current, in lieu of 10 *l.*, to which it was previously restricted.

Your petitioners are now again necessitated to apply to your Lordships for a renewal of the composition on the same terms. The exaction of the tax, or of any higher composition, is a matter of the deepest importance, not only to your petitioners, but also to the public, as it would cause such an increase on the small fares now levied by the company, that the class of passengers using the railway (principally mechanics and labourers) could not afford it, and the company would consequently be compelled to relinquish entirely the passenger-traffic, as it could not be carried on with a profit to themselves, and the working classes would thereby be deprived of the very great accommodation which the railway has been found to afford. They therefore trust that on reconsidering the peculiar nature of their case, your Lordships may be induced to grant them a renewal of the composition.

The Garnkirk and Glasgow Railway Company was incorporated under the Act 7 Geo. 4, c. 103. The railway commences at St. Rollow, in the populous and great manufacturing district of the city of Glasgow, and extends to Gartsherrie, in the vicinity of which are extensive coal and iron works.

Your petitioners have expended on the railway and relative works above 120,000 *l.*, and though it has been open to the public since 1831, and the revenue has steadily increased, the profits have not hitherto been sufficient to yield any return to the proprietors for the large capital invested, except a single small dividend of three per cent., which the petitioners received last year; but the expenditure incurred in relaying part of the railway, and otherwise, makes a continuance of even this small dividend uncertain. The length of the railway is about eight miles, and its principal object was the conveyance of coals to the manufacturers of Glasgow. It also affords, by means of the Ballochney and Kirkintullock Railways, (along portions of which your petitioners forward passengers) the medium of travelling between Glasgow and the important district of country around the burgh of Airdrie, possessing a poor but dense population, employed chiefly as mechanics and labourers, and for the purpose of this trade, and the conveyance of passengers, the petitioners expended in building coaches, &c., a very large sum. From the inability of the class of passengers generally conveyed along the railway, the petitioners have no alternative but to restrict the rate of fare for the whole length to 8 *d.*, thereby leaving little or no return, after defraying expense of railway maintenance, tear and wear of coaches, &c.

The railway has had the effect of opening up new coal fields, and reducing considerably the price of coals to the manufacturers of Glasgow, and of greatly increasing the trade of that city, and the general wealth of the country, by inducing the erection of iron and other works in the proximity of the line.

	£.	s.	d.
The gross revenue from passengers during the last year, 1837, amounts to	3,803	9	–
From which deduct,			
1. Expense of haulage of passengers' coaches	1,356	6	8

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	£.	s.	d.
2. The total expenditure for haulage of waggons, maintenance of railway, superintendence, and management, was, in 1837 - - -	7,098	15	1
Deducting haulage of waggons - - - - - -	3,339	16	4
Leaves - - - -	3,658	18	9
for maintenance, repairs, superintendence, expense of coaches and engines, &c.			
Of this sum, fully two-thirds might be charged to passengers' trade, as it is necessary to keep the railway in higher order for passengers, and the greater speed is more destructive to the rails than the rate the coals are conveyed, but say for other trade - - - - -	1,658	18	9
And charging to passengers' trade - - - - - - -	2,000	–	–
Being not much more than one-half - - - - - - -	3,356	6	8
This leaves only - - £.	447	2	4

to pay interest of capital embarked in locomotive engines and coaches, and tear and wear on same, besides the Government tax, which of itself, if exacted, would sweep off more than the whole surplus. It may further be observed, that there is a canal from the same district to Glasgow, which comes in competition with the petitioners, and upon which no duty or tax whatever is imposed, either upon passengers or boats, while the petitioners are exposed to a duty both on passengers and coaches (on the latter so far as horses are used for their haulage). In such circumstances, the hardship on the petitioners is very obvious, and they humbly conceive that their case demands the favourable consideration of your Lordships. They would beg leave to refer to the able Report of the Select Committee of the House of Commons on Internal Communication, given out 30 June 1837, and which strongly urges the hardships of there being no tax on passengers conveyed by water, while there is on land, and recommends an equalization of rates. And your petitioners trust to their application being granted, for the following reasons:

1. Because as a public national undertaking, tending materially to the benefit of the manufactures as well as the agriculture of the country, it deserves encouragement and protection.

2. That no loss has arisen or will accrue to the revenue by the conveyance of passengers on the Garnkirk and Glasgow Railway, the mode of travelling hitherto having been principally by canal, on which species of conveyance, although of long standing, no tax has ever been imposed, or by the stage-coaches running between Edinburgh and Glasgow, passing through Airdrie, but as a proof that their trade has not been diminished, no less than four additional coaches have been put on since last year.

3. That until the passing of the Act before mentioned, no duty was by law exigible for the conveyance of passengers for hire on railways, and your petitioners, previous to the passing of this Act, embarked a large capital in establishing a mode of conveyance for the benefit of the public, and for which they have not, comparatively speaking, received any return.

4. The duty, if exacted, will operate as a tax upon the capital employed by your petitioners, and not upon the actual or presumed profits of such undertaking. That the charge for conveying passengers is necessarily so low, that the duty, if exacted, would be more than equal to 1 *d.* per passenger, or at the rate of 16½ per cent. upon the fares charged.

5. Until the water conveyance, which comes into direct competition with the petitioners, and which is attended with comparatively little expense, is made correspondingly liable to contribute to the support of the State by payment of taxes, the railway should be favoured by a considerate and moderate composition of the impost leviable upon passengers by that new and still imperfect means of conveyance.

May it therefore please your Lordships to authorize and order a composition to be accepted from the petitioners for the duties which have or shall become payable from the 10th day of October current, for such period and for such sum as to your Lordships may appear just and reasonable.

On behalf and by authority of the Garnkirk and Glasgow Railway Company.

(signed) *William Baird*, Chairman.

Signed and sealed at Glasgow, the 18th day of October 1838.

(signed) *Chas. Alex. King*, Secretary.

This is a report from the Comptroller in Scotland upon that memorial:—

Stamps and Taxes, Edinburgh, 10 November 1838.

Sir,—I beg to send herewith a petition to the Lords of the Treasury by the proprietors of the Glasgow and Garnkirk Railway Company, praying for a renewal of the mileage duties composition, which was handed to me a few days ago by the company's agent here. In again reporting upon this company's petition for a renewal of composition, I would beg to observe, that the usual argument advanced by railway companies in support of the justice of their claim to composition is, the great benefit and convenience which their undertakings confer

confer upon the public at large; but it perhaps may be reasonably questioned, whether the private emolument does not keep pace with the public benefit. However, whether the argument alluded to is or is not a valid ground for granting claims of this description, it seems to be apparent, that if their Lordships shall continue to treat their applications with the same liberality they have hitherto been pleased to do, that a very serious defalcation of the stage-coach revenue must, for a time, at least, necessarily take place, considering the extensive progress railways have made, and are still making, all over the kingdom. The railway in question passes through a part of the country already densely peopled and still increasing, rich in minerals, and thereby affording the means of increasing business and profit to the company. Their outlay may have been originally great, but there seems to be no doubt of their gradual improvement and ultimate success; in evidence of which, I find their stock shares have risen from 20*l.* to 30*l.* per share.

The shares were at a discount, but 20*l.* to 30*l.* is on the discount; they are still on a discount.

3572. What were the original shares?—£. 50; they were as low as 20*l.*, now they have risen to 30*l.*

The petitioners state their revenue from the passenger-trade for the last year at 3,803*l.* 9*s.*; but which they reduce, by alleged expenses for engines, coaches, repairs, &c. to a clear gain of only 447*l.* 2*s.* 4*d.* This statement, however, appears to be founded purely upon hypothetical grounds, and, in my opinion, not to be depended upon. The canal opposition (to which they had alluded in their petition) does not appear to be of much force, as the canal boats take three hours to perform the distance of 11 miles, which the railway coaches will do in less than 30 minutes; the gain of time may, therefore, be fairly estimated as an inducement to passengers, more than equivalent to the difference of the fares. The fares on this railway do not seem to be moderate, at least they are higher than those on the Edinburgh and Dalkeith Railway, the first being 8*d.* and the latter 6*d.*, and the distance nearly the same. The petitioners appear to be wrong in alleging the revenue sustains no loss by the operation of the railway. The distributor states positively, that population, business, and traffic of every kind is so rapidly increasing upon the line of this railway, he has no doubt upwards of 300*l.* per annum would be got from stage-coaches upon the line of the railway if it did not exist. The statutory duty for the last year exigible from this country would be 598*l.* 5*s.* 7*d.* I submit, therefore, that if a composition is to be granted, that it should not be less than 350*l.* for one year, that is, to the 10 October 1839.

I have, &c.

(signed) *Thos. Pender.*

That is the sort of report usually made.

3579. Have you in any case granted this compensation to a company, the shares of which were at a premium?—I cannot answer that question.

3580. Would you have the goodness to ascertain that?—I will find it out, if possible.

3581. Were the shares of the Southampton at a premium or discount when you entered into composition?—(*By Mr. Pressly.*) They never compounded.

3582. Did the London and Birmingham ever apply?—Not officially; we had no official communication.

3583. Had you any private application, so as to ascertain if there was any use in applying?—I am not certain I have not heard it mentioned.

3584. Did the Grand Junction apply?—I do not remember.

3585. Did any other railroads besides those which you have mentioned apply for this advantage?—(*By Mr. Wickham.*) We have a list of those to whom indulgence has been granted; they amount to 26.

3586. Are you aware if the Stockton and Darlington did?—They did, I think.—(*Mr. Pressly.*) They were under composition up to 1837.

3587. Do they now pay the regular duty?—(*By Mr. Wickham.*) Yes.

3588. As to the Newcastle and Carlisle, how was that?—That ended in 1838.

3589. What was the period for which that composition was granted?—Four years.

3590. It was renewed every year?—Yes, constantly increasing, from 5*l.* to 250*l.*, 600*l.* and 1,000*l.*

3591. What was the levy the last year?—£.1,661. it would have paid when the composition ceased; we have only a return for the half-year, which is 820*l.* that is from October to May, and those are the bad months; supposing you doubled that 820*l.*, that would amount to exactly the same as the preceding year, but those are the bad months; so that probably, notwithstanding our taking the whole duty, the increase would be considerable; it is right to assume that.

3592. Do you mean to say, in every case in which composition has been renewed, a report similar to what you have read has been made?—Yes.

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3593. Any deduction by the Treasury, or by you, as to the terms or the amount, has been made on some principle, on which such compositions should be granted?—No, I think not; I think it has been left to our discretion, on general principles; we have reported those principles to the Treasury, and they have been approved of.

3594-5. Your department suggest to the Treasury the principles on which the composition ought to be granted?—Yes.

3596. The Treasury sanction those principles by acquiescing in each separate case?—Yes, as it is brought before them.

3597. Do you make a general report of the principles?—No, I believe not; I think it has been generally taken in each particular case.

3598. There is no document, either in your department, or, to your knowledge, in the Treasury, which could state the principles on which the composition should be granted?—No, I believe not; I do not think there are any.—(*Mr. Smith.*) My Lord Althorp stated, that he considered railways ought not to be taxed immediately; they were incipient; as the chance was we might destroy them entirely if the full rate was levied; that was a mere conversation.

3599. Lord *G. Somerset.*] What I want to ascertain is, whether or not, subsequently to the increase of railroad communication being established in the public favour more than they were, any principles have been laid down as to this composition being exacted?—No; I think no general order has been made by the Treasury.

3600. Now, with regard to the regulation of the duty which parties pay between London and Birmingham, first by the railroad, next by stage-coaches, assuming four persons go in a carriage drawn by a pair of post-horses, what is the rate on those individuals?—I think it is 3*d.* per mile.

3601. Assuming that a carriage with a pair of post-horses contains four individuals, if they went by the railroad they would pay 1*s.* 2*d.* per journey, according to the present calculation?—Yes.

3602. By stage-coaches it would be what?—Two shillings and eleven pence for each passenger from London to Birmingham.

3603. Now, I want to know, assuming a pair of horses to draw a carriage with four individuals, what would be the duty levied on each of those individuals for the same distance?—£. 1. 8*s.* for the four; that is 7*s.* each.

3604. Have you had many representations from postmasters of the impossibility of competing with railroads under the present circumstances?—We have not had a great many. The duty does not belong to us, it belongs to the Excise.

3605. But you have from proprietors of stage-coaches?—Yes; we begin to have a good many from stage-coaches on the lines of railway; when they come into operation the stage-coach proprietors make representations.

3606. Mr. *Loch.*] You have no power to compound for stage-coaches?—We have power to do it; it is a question we shall be obliged to consider.

3607. Lord *G. Somerset.*] You have the same power?—Yes, under the same Act of Parliament.

3608. Could you state to the Committee if any, and what, variation has arisen in Scotland as to stage-coach duties since the introduction of railroads generally?—Yes; here it is. This does not go below 1838, or the 5th January 1839, and it stands in this way: Stage-coach mileage in 1837, 33,800*l.*; the next year, 31,500*l.*; and next year, 31,000*l.* It has dropped from 33,800*l.* to 31,000*l.* in the three years.

3609. Your power of composition as to stage-coach duties is of a very different character from that on the railroads?—Yes, it is.

3610. It does not appear, does it, that you can take less than the general duty, though you may take it in a different manner?—The powers are more confined, certainly.

3611. I presume, by the general terms of the clause, it means, provided it amounts to a certain sum; provided it does amount to a duty?—I think hardly that.

3612. "As they shall think fit," would not that be construed that you had no business to levy less, except by special permission?—To compound for the duties which may become payable.

3613. You

3613. You would not feel yourselves justified in making that?—Yes, I should.

3614. What, supposing it was deemed expedient to the Liverpool Union coach to take only 5*s.* a journey instead of 5*l.*, should you think, under that clause, you were justified?—I should think I had power under it. I think "composition" includes that; I consider it certainly as giving us power to reduce to this, or a less sum; I think the word "composition" there would give us that power.

3615. Do you conceive you have, under that 12th section of the 2d & 3d Will. 4, power to compound on somewhat similar principles as you have the power with regard to railroads under the other section?—I think the word of the section give us that power.

3616. Mr. *Thornely.*] Have you formed an opinion how far Government have been gainers or losers in respect to the revenue derived from the stage-coaches, the post-horses, and the railways, taken together?—I am not able to answer as to post-horses; it is not in our department. I believe there has been a feeling, if not a very strong one, as to post-horses; but as to the others I can answer. I have a Return of the separate amounts for stage-coaches and railroads as far as five years; the amounts received last year were somewhat higher than in 1836, so that while there was a loss on the stage-carriages, we gained on the other.

AN ACCOUNT showing the Net Produce of the Duty arising from Stage-Carriages and Railroad-Carriages during the last Five Years, ended the 5th of January last.

YEAR.	STAGE-CARRIAGE DUTY.	RAILROAD DUTY.	TOTAL.
	£.	£.	£.
1835 - - - - -	486,892	931	487,823
1836 - - - - -	489,804	8,693	498,497
1837 - - - - -	504,331	10,296	514,627
1838 - - - - -	482,050	16,892	498,942
1839 - - - - -	454,714	39,570	494,284

Stamps and Taxes, 15 June 1839.

So that our last total is 494,284 *l.*, which is less than 1838, and rather less than 1837.

3617. Mr. *Baring.*] Considerably less, is it not?—Yes, 20,000 *l.*; only a little less than 1836, but more than 1835; so if you compare 1835 with the last year, we have gained; in comparison with the three last years we have lost.

3618. Mr. *Thornely.*] The post-horse duty has fallen?—Yes, but less than might have been expected. I saw the returns the other day; my impression is, it has fallen off less than I should have expected.

3619. Mr. *Baring.*] You think it is perfectly satisfactory, considering the number of passengers carried by railroad?—I think so perfectly in that respect; I should be sorry to see it altered.

3620. Mr. *Childers.*] You mention 1839; what do you mean?—That is, to the 5th of January 1839.

3621. Mr. *Greene.*] What is the nature of the check you have?—The company are bound to render us a statement of all the passengers they carry; their books are open to our inspection; the accounts are made out from their own checks, which I believe are very satisfactory. Mr. Smith will be able to explain that to you in detail; it is his peculiar department; he has examined it. (*Mr. Smith.*) The mode of making up the duty account at the Birmingham and London Railway office is this: Tickets for the fares are provided for each station, from that station to every other station. Upon payment of fare the proper ticket is cut off the ticket-book, leaving the check in the book. When

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the train is gone off, the number of tickets used from each book are entered in an account-book, with columns exhibiting the number of tickets issued to every station. A copy of this book is transmitted to the principal office. From this copy the totals are entered into a book, in which the total number of passengers conveyed each distance is made up daily. The totals thus made up are returned in the account which forms the ground of charge against the company. For the purpose of check, there is necessary verification of the account (No. 6) delivered in the book (No. 5), verification of the book with the copy (No. 4), verification of the copy with the first account (No. 3), or with stamps of checks (No. 2).

3622. Mr. *Greene.*] You do not think it necessary to examine the check-book itself?—I should have felt inclined to think it would have been necessary, for the purpose of a certain and complete check, that all those checks should be verified from time to time; then I think the Act is hardly sufficiently clear for that. We have not taken powers to direct what form of accounts should be kept, nor is there any penalty for not keeping the accounts.

3623. Mr. *Childers.*] Is the same system adopted with all railroad companies?—The party with whom I spoke at Birmingham said he instructed all the other accountants as to the manner of making up the Stamp Office accounts, and found it necessary to make up that account not for us only, but their own convenience.

3624. Mr. *Greene.*] It has not been, in point of fact, an uniform system?—I think they might all have followed it.

3625. Do you remember its commencement?—I am speaking of the larger companies.

3626. Do you remember how it was arranged at the opening of the railway from Preston to Parkside?—No, I cannot say.

3627. Who in the country districts examines and takes the checks?—There has been no positive examination.—(*Mr. Wickham.*) We are contented with the return from the company, verified on oath; but their books are open to us; we have power to examine the books; in cases of suspicion we send down our officer to look into it.

3628. When they are not in the habit of tearing off the checks in the manner you describe, it would be a matter of difficulty to ascertain?—I apprehend for their own interest they would establish a sufficient check on the number of passengers that go to their coaches. It is by that we go.

3629–30. You have no absolute power to call for the production of their books?—(*Mr. Smith.*) I think we have not; by the Act we have power to call for their accounts. I do not think we yet possess sufficient power to verify that part of the account to the full extent.

3631. *Chairman.*] Do you mean you have not ample power to inspect?—We have; but I question whether we have full power to take all the necessary steps to verify all the accounts which I, as an accountant, should take.

3632. (*To Mr. Wickham.*) It enacts, "that the proprietor or company of proprietors of every railway in Great Britain, along which any passengers shall, after the 10th day of October 1832, be conveyed for hire in or upon any carriage drawn or impelled by the power of steam or otherwise, shall from time to time keep, and cause to be entered in a book or books to be kept for that purpose, and which shall at all times be open for the inspection and examination of any authorized officer of stamp duties, a just and true account of the number of passengers which shall be conveyed daily for hire in manner aforesaid along any such railway, or any part thereof, and of the number of miles which such passenger respectively shall be so conveyed; and every such proprietor or company shall, within five days next after the first Monday in every calendar month, deliver to the Commissioners of Stamps, or to such officer as they shall authorize to receive the same, a true copy of the account by this Act directed to be kept, so far as the same shall relate to the passengers conveyed as aforesaid, during the preceding four or five weeks (as the case may be), that is to say, from the first Monday in the preceding month up to and including the first Monday of the month in which such account shall be rendered, and to and with every such account there shall be annexed and delivered an affidavit or affirmation, to be taken before any one of his Majesty's Justices of the Peace, of the secretary, chief clerk, or accountant of such proprietor or company, stating that the deponent or affirmant has examined and checked such account with the books of the said proprietor or company, and that to the best of the knowledge,

ledge, information, and belief of such deponent or affirmant, such account doth contain, and is a true and faithful account of the several matters and things required by this Act; and such proprietor or company shall at the time of delivering such account, pay or cause to be paid to the receiver-general of stamp duties, or to the officer authorized by the said commissioners to receive the same, for the use of his Majesty, the duties chargeable under this Act for or in respect of the passengers so conveyed according to such account;" do you conceive that that gives you the power of inspecting the books?—Fully, of inspecting.—(*Mr. Smith.*) But it does not give us the power of directing what books shall be kept; as an accountant, I should say we ought to take that power in addition to the other.

3633. Mr. *Greene.*] In point of fact, you would like all railroad companies to have one uniform system of keeping accounts, to which you should have access?—Yes.

3634. Canal passengers, by boats on canals and rivers, pay no duty at all?—No.

3635. Have you ever turned your thoughts to the necessity of assimilating the duties on stage-coaches and railroads?—(*Mr. Wickham.*) Yes; I think Mr. Smith at one time did.—(*Mr. Smith.*) I have given evidence before a Committee of the House on that subject, on a previous occasion, in the Report on the Internal Communication Taxation, to which I would refer; there is a detail too of the plan on which the duty might be levied on canal boats, similar to that on railroads.

3636. Lord *G. Somerset.*] (*To Mr. Smith.*) You have no principle on which you accede to these compositions?—No, there is nothing laid down in writing.

3637. There is no memorandum, no document you can turn to to say, "this composition has been granted upon the principle laid down by such and such a document"?—(*Mr. Wickham.*) No; but I should recommend the Committee to examine the deputy-chairman, Mr. Thornton, on that subject, for he was chairman at the time, and he conferred with Lord Althorp at the time the rates were first imposed.

3638. But he ceased to be Chancellor of the Exchequre five years ago; has the subject been revived since?—No; everything has been acted on in the same way; Mr. Thornton's views have been followed up, and every case has been discussed on its own merits, taking that as a general rule; there have been departures from it.

3639. In what cases and in what respects?—For instance, supposing it was found that the company had not yet entered into full operation, it would have gone on, perhaps, with the nominal duty for an additional year, instead of immediately taking one-third of the duty according to the Act.

3640. Am I to collect, that you take one-third of the duty?—Not the first two or three years; then we begin to take one-third of the duty which ought to have been received, then we take two-thirds, and afterwards we take the whole; that I consider to be the general principle.

3641. In what cases have there been deviations from that rule?—I think you will find in the Scotch cases a good many.

3642. Has there been any adherence to that rule in the Scotch cases?—In the case of the Ardrossan and Johnstone, after two years, rather less than a third of the duty was received for the third and fourth years, and after that period two-thirds for one year.

3643. Is there any case in which you have adhered to that rule on the Scotch railways?—Here is one, a small one (*referring to the paper*); in general, in Scotland, it seems to have been departed from.

3644. That is, in no case has it been adhered to?—I do not see any yet (*looking through the paper*); certainly the departure is much more common; it is not the rule, but the exception in Scotland.

3645. Turn to England; see how the rule comes out there?—The Bolton and Leigh; in the fifth year of composition, the duty which would have been payable for the preceding year was 330 *l.*, whereas 100 *l.* was accepted, being about one-third; in the following year the duty would have been 335 *l.*, whereas 220 *l.* was accepted, being about two-thirds.

3646. The first composition?—£.100 upon 300 *l.*

3647. £.300 only?—£.325. Then next year, 220 *l.* upon 335 *l.*, and then it ceases; in the next case, "Canterbury and Whitstable," in the fifth year of composition

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position the duty which would have been payable for the preceding year was 86 *l.*, whereas the amount accepted was 26 *l.*, being nearly one-third; in the following year the sum of 50 *l.* was accepted, whereas the duty would have been 72 *l.*, which was about two-thirds.—(*Mr. Pressly.*) Then it ceases altogether.

3648. Lord *G. Somerset.*] Take the Greenwich?—(*Mr. Pressly.*) The Greenwich is an exception; at first the whole duty was received, then on representation composition was granted, and 400 *l.* was taken for one year out of 1,100 *l.*, and for the next year 2,000 *l.* out of 2,300 *l.*; then it ceased.

3649. I do not think you have exactly stated why this difference should be made with regard to the Scotch and English?—(*Mr. Wickham.*) I think it has been taken as in some other cases of coaches; it has been represented to be so advantageous to encourage transit in the remoter parts of the country, at least on a railway which would pass through remoter parts of a country connecting populous places, that the greatest indulgence should be granted; and also, I think, because it is accommodating the poorer classes; communication in Scotland is more difficult.

3650. The result of your evidence is, that it has been completely an arbitrary composition in Scotland?—No doubt; but we have examined every case on its own merits.

3651. There has been no general rule?—No general rule.

3652. As to the Kingstown and Dublin Railway, how is that?—It pays no duty.

3653. On what principle?—The Act does not extend to Ireland. I think as to Scotland, we have been guided very much by the reports of our Comptroller, and those have been very favourable to an increase of communication.

3654. Why has it been a greater object, having more communication between one part of Scotland than another, than between London and Southampton?—I apprehend from Scotland having no communication at all, though I really speak with very great diffidence on the matter.

3655. It is just as important for a man to go from London to Deptford as it is to go to Glasgow, is it not?—Yes, but then he has more facilities in the former; the indulgence, however, granted to Scotland has been very great.

3656. Mr. *Freshfield.*] In every case of composition, the circumstances of that particular case are included in the report to the Treasury?—Yes, they are considered most fully by us; they are not laid down altogether in the report.

3657. Though you have no general rule, are they stated in the individual reports to the Treasury in each case?—The main facts are always stated.

3658. Are there references in that report to the exceptions between that case and other cases?—I think we generally lay down from time to time that rule which I have alluded to, and we state that we have departed from that rule in this case, because so and so, under the special circumstances.

3659. The statement is prepared with a view to show that the composition is right in itself in the particular instance?—Yes.

3660. Mr. *Thornely.*] As to the mode of levying the tax, you did not state that you had any serious objection to its being levied on the gross receipts of the company, provided the same amount could be secured to Government?—I see certain objections to it. In the first place I say that, if a change is made in the present system of levying, we shall have constant applications as to the relative rates that their gross receipts bear to their net profits. In the second place, it will be extremely difficult, I think, to fix the amount to be levied on the gross receipts, in order that there may be no loss; I apprehend that to be an extremely difficult operation. I do not know how it can be done. But suppose it was once to be done, and the same amount levied from all companies, I am certain, from my experience in those matters, every company would come to us to show that it was extremely hard as to them; for though they received so much for the gross receipts, that sum was reduced in such a way by their large capital expended, and by various other payments, that their net amounts were nothing, so that they would insist on bringing the tax to a comparison with their net receipts. I do not say that that is contemplated by the proposed scheme; I say in practice it would end in that. And, further, I see no possible objection to the present way of levying; I say it is a very safe and very just one, and I do not see sufficient advantages to induce me to prefer the proposed plan to the present one; whereas, on the other hand, you see in practice the inconvenience I have mentioned, which I think a great one.

3661. Where the greater amount of passengers who travel on a railway consist of the poorer class, then it presses harder than when there is a greater mixture of classes?—I think so, I think the present rate presses hard on Scotland, on the working classes in Scotland; it is above 10 per cent. on them, while in England it is very little above five; but then that may be accounted for by the different class of persons who travel in Scotland.

3662. Suppose railway companies were to lower their rates so as to bring in the same class of passengers in England as in Scotland, then the same observation would apply to a certain extent?—Yes, it would; but I apprehend, in practice, there is not the slightest chance of that, for I think the tendency of English railroads has been rather to take advantage of their monopoly, and to increase the rates as much as possible.

3663. You do not think the amount of the tax has aided them in the endeavour to rise?—You mean, if it had been a larger tax, they would have been less able.

3664. No, no; whether the amount of the tax has not operated upon railroads in making them keep their fares higher than others?—Not in England, it is so small a per-centage it has not operated; in Scotland it may; I am confident in England it has not. With respect to England, taking it as a whole, it is a light tax.

3665. Lord *G. Somerset.*] The post-horse duty and stage-coach duty are the same in Scotland, are they not?—They are the same.

3666. And Ireland?—There are none there.

3667. Mr. *Thornely.*] But as you take the railway companies' returns as to the number of passengers, might you not, with equal confidence, receive the returns of the gross amount of their receipts?—I have no doubt we might; if the companies would furnish us with their gross amount, so far we might get the element of the calculation, but the great difficulty would be to know what rate to put on that gross amount: there would be great difficulty.

3668. Would you not be likely to have more correct returns of the amount received than the number of passengers, as the dividends of the company, and all its operations, depend on the gross amount of money received, and not the number of passengers carried?—They are obliged to take a most accurate account of the number of passengers carried, to check their own servants.

3669. Would not the return brought before the proprietors at large at their annual meetings, be a very good check as to the amount of the revenue?—I should speak with some diffidence on that point; I think we are safer as we are than by trusting to any accounts laid before the body of the proprietors. It is so easy to make up different accounts so as to give different results.

3670. You stated that the amount returned from Scotland was about 600*l.* a year?—That was in 1838, it has probably increased up to January 1839.

3671. The gross amount paid by Scotch railways was 600*l.*, and by England, 36,000*l.*?—No, 39,000*l.*, and Scotland 600*l.*

3672. Lord *G. Somerset.*] Could you append to that account the number of miles of railroad in each country?—Yes; certainly.

3673. Mr. *Thornely.*] Then of course a very small addition to the tax on English railways might lighten the complaint of the Scotch railways?—No doubt.

3674. Then the tax paid on the English railways, in proportion to the Scotch railways, being as 65 to one, and the tax on English railways being about five per cent., an addition to the English railways of about 2*s.* per cent. would relieve the Scotch railways from all the ground of complaint?—Taking it on the new principle?

3675. On the principle of an *ad valorem* tax?—You may put it more fairly; judging from the sum charged, it is five per cent. in one case; on the whole, our duty in England is about five per cent. on the charge to passengers, in Scotland it is about 10 per cent.

3676. Mr. *Childers.*] The present charge?—The actual charge.

3677. Not the composition?—No; not taking the composition in Scotland, that is mostly under composition; 600*l.* is not the sum we should receive supposing we took our full due; it is only received in composition.

3678. Six hundred pounds is at present quite an ideal sum?—Yes.

3679. Mr. *Loch.*] Would it not be easier to relieve the Scotch from the payment of the tax entirely, than to allow the principle of composition to be extended further at the present moment?—It would be more desirable to continue

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the composition, to judge of each case on its own merits, than to change the present system of levying the duty. I say there would be greater ease in that.

3680. Lord *G. Somerset.*] Do you think it a good principle as to taxation, that the executive should have the power of adapting the amount according to its own views?—No, a very bad one; I think the best way would be to have an *ad valorem* tax, but the difficulty of such a tax is great; for instance, when it was attempted to lay it on wine and on tea, it was so difficult that it was abandoned.

3681. Would it not be a better thing at once, if the executive Government thought there were distinct points as to the Scotch railroads, which did not exist as to the English railroads, so as to induce them to wish to lay a less duty on the Scotch than the English, that you should do it on some same principle, and let that principle be sanctioned by Parliament, rather than leave it to the arbitrary decision of the Treasury or the Board of Stamps?—Yes; I think it would; it would save us a great deal of responsibility.

3682. Is it not much more the constitutional and regular course than to allow parties to solicit an advantage?—Certainly.

3683. Supposing there are good grounds of distinction, what is to prevent such a distinction being made by Parliament rather than by the executive Government?—I know none at all. I should be happy if it were made.

3684. Mr. *Childers.*] Is not your principle that of beginning with composition, and coming as soon as you can to the full sum?—Yes.

3685. Composition you have not regarded in any other light than as a temporary measure?—No; it is so intended, and the Treasury have latterly been desirous of putting an end to composition altogether.

3686. Mr. *Loch.*] Do you happen to know whether the north of England is not taxed as high per cent. as the railroads in Scotland?—The north is taxed higher than our great roads, it approaches nearly to Scotland.

3687. What general rule could you lay down between the two?—That is the difficulty; I think it would be an extreme difficulty; but there is one consideration as to Scotland which must not be lost sight of in any change; many of the Scotch railroads consider passengers as a secondary matter; they are intended for minerals and little else, but they cannot carry passengers at a dear rate, they take them at a very low rate in addition to their other gains. They make out, as has been shown, a very good case, *à priori*, but if you examine into the whole of their receipts, it will be found passengers form a small part of that; those gains arise from another source. It would not be fair to ask for a deduction on passengers, when they make their main profit out of another source.

3688. Does not the same observation apply to the class of short railroads in Northumberland?—It does, no doubt.

3689. Therefore, if you confine any regulation to Scotland, you would be doing injustice to the north of England?—Yes; my five per cent. calculation is taken on the great railroads, the great passenger lines.

3690. Mr. *Thornely.*] Your tax being on passengers, not on goods or coals conveyed by these railways, it seems hard that the proprietors of Scotch railways should pay ten per cent., when in England they are taxed at five; if by equalizing a tax, and instead of charging 5 *l.* on English railways and 10 *l.* on Scotch, you should charge 5 *l.* 2 *s.* on all railways, would not that be satisfactory, and be doing justice to all parties?—We must be certain 2 *s.* would pay us. Supposing it to pay, I admit it would be a juster course; but I think, as I have already said, you must make a comparison between such railroads as carry nothing but passengers; for the reasons I have mentioned, those who have their main profits from materials, ought not to be put on the same footing as those whose main profits arise from passengers.

3691. Why not as respects carrying passengers; your tax is on passengers?—It is on passengers certainly, but the tax is covered, in some degree, in places where passengers alone are carried, by the profits derived from those passengers. The tax is in England low; in Scotland it is high, for there are other profits, and the main ones with which passengers have nothing to do; in that respect those profits enable them to carry passengers at a lower rate, so that they have less ground for complaint.

3692. Mr. *Childers.*] Does it not amount to this, they can carry passengers at a much

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a much smaller expense?—Yes; they have profits from another source which enables them to do so.

3693. And another item to be taken into consideration is their greater expense in the purchase of land in those parts?—They must take their chance in both; that is common to both; but here there is a different source of profit in one which does not exist in the other. One objection I have to the charge is this, I am confident if it was established at a fixed rate, on the gross receipts, all the companies who have an immense outlay, and get very little return from them, would apply to the Treasury to have the rate reduced under special circumstances.

3694. May not a sum be not really heavier, though 10 per-cent. is received, when compared with those whose expenses are much greater in first making the railroad, and consequently whose profits are small?—No doubt it will vary according to that.

3695. *Chairman.*] Have you a wish to add anything?—No.

Veneris, 21° die Junii, 1839.

MEMBERS PRESENT.

Mr. Baring.	Lord Sandon.
Mr. Childers.	Lord Seymour.
Mr. Freshfield.	Mr. Thornely.
Mr. Greene.	Sir H. Verney.
Mr. Loch.	

LORD SEYMOUR, IN THE CHAIR.

M. Plummer, Esq. and Mr. *J. Adamson*.

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Matthew Plummer, Esq., and Mr. *John Adamson*, called in; and Examined.

3696. *Chairman.*] (*To Mr. Plummer.*) YOU are Chairman of the Newcastle-upon-Tyne and Carlisle Railroad Company?—I am.

3697. (*To Mr. Adamson.*) You are the Secretary of that company?—I am.

3698. Mr. *Loch.*] (*To Mr. Plummer.*) Your company were incorporated by the 10th of George 4, c. 72?—It was.

3699. Under that Act the amount of capital you are empowered to raise was 300,000 *l.*?—Yes.

3700. And the amount you are empowered to borrow was 100,000 *l.*—Yes.

3701. Your next Act is the 2d of Will. 4, c. 92, under which it would appear that you have the power of borrowing 100.000 *l.* without increasing the amount of your capital?—Yes; in the first Act we have the power of raising amongst the shareholders 300,000 *l.*, and after that was raised, to borrow 100,000 *l.*; the second Act was obtained to enable the company to borrow the 100,000 *l.* prior to the advance of the whole 300,000 *l.*

3702. Then by the first Act of Parliament you could not put in force your power to borrow money, till you had raised the whole of your capital?—Precisely so.

3703. Then the power that you obtained under the 2d of Will. 4, c. 92, was not to raise an additional 100,000 *l.*, but to raise it in another way?—Yes; power to borrow it before we raised the 300,000 *l.* among the shareholders.

3704. From whom did you borrow the 100,000 *l.*?—From the Exchequer Loan Commissioners.

3705. Is that paid?—No, not the whole, we have commenced repaying it.

3706. Do you happen to recollect what portion of that capital was raised at the time you borrowed the 100,000 *l.*, from the Exchequer Loan Commissioners?—I should think about half the amount.

3707. How much have you repaid of that which you borrowed?—We had two loans from the Exchequer Loan Commissioners, one of 100,000 *l.*, and another

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another of 60,000 *l.*; at the end of 1838, when we made up our annual account, we had paid 15,000 *l.* of both loans, but up to this time we have paid 18,000 *l.*

3708. Then that 60,000 *l.* that you had the power to borrow, and which you borrowed in addition to the 100,000 *l.*, must have been under a subsequent Act?—Yes.

3709. You are empowered by the 5th of Will. 4, c. 31, to increase your capital by 150,000 *l.*?—Yes.

3710. Was that raised in whole shares or quarter shares?—Such part as should be agreed to be raised by shares was to be by shares of 100 *l.* each, with a power in the directors to make them quarter shares, and they were issued in quarter shares, 3,600 quarter shares of 25 *l.* each.

3711. Were they distributed, or taken by the original subscribers?—In the first instance they were offered to the original subscribers. The original shares were 3,000 of 100 *l.* each, and the 90,000 *l.* part of the sum to be raised by the Act, enabling us to increase the capital, was divided into 3,600 quarter shares; 3,000 of those shares were offered to the original shareholders, which was one quarter to each original share, and the 600 shares were offered to the public by tender, the directors declaring that they would not let them go under par, and they were sold at par accordingly.

3712. At the time that you got this third Act of Parliament to enable you to raise 150,000 *l.* by the creation of more capital, had the whole of the original sum of 300,000 *l.* been paid up or not?—Not quite.

3713. Do you happen to remember what portion of it was not paid up?—Several shares were forfeited; the holders had not paid up their calls at the time, and those forfeited shares were afterwards sold. Before we got the third Act of Parliament, giving us power to increase our capital by 150,000 *l.*, we had been given to understand that Government would not be averse to assist us to the extent of 60,000 *l.*, provided we had Parliamentary power to increase our capital; we did get power to increase our capital to the extent of 150,000 *l.*, 60,000 *l.* of which was borrowed from the Exchequer Loan Commissioners, and the other 90,000 *l.* was raised in the way I have mentioned.

3714. For that 60,000 *l.*, what was the security you gave to the Exchequer Loan Commissioners?—We pledged the revenue of the railroad; in fact, all the materials, and everything that we had, stock and all other property belonging to the company, for the 100,000 *l.*, and for the 60,000 *l.* in addition.

3715. Is the whole of the 300,000 *l.* paid up?—Yes.

3716. And the whole of the 90,000 *l.*?—Yes, the whole of the 90,000 *l.* is paid up.

3717. What became of the forfeited shares?—They have been sold by tender.

3718. Have all the calls been paid on them?—They produced such a sum that the company do not lose anything, but the original proprietors of the shares who had paid up some of the calls lost their money; there was very little balance due to the parties; the money-market was in a very depressed state, and many, from an inability to pay their calls, allowed their shares to be forfeited.

3719. Then those who purchased the forfeited shares have paid up the difference between the money that had been paid by the original proprietors, and the amount that was to be paid?—No; they were bought at certain prices; the principal part of the forfeited shares were sold at the rate of 85 *l.*, from 85 *l.* to 90 *l.*, the directors issued scrips, acknowledging to have received a certain deposit on account of them, and the remaining sum that the parties agreed to pay was to be paid at distant periods, which they complied with, so that the 85 *l.* or 90 *l.* that the company sold the shares at, and the money they received from the original subscribers together, amounted to the sum of the nominal value of 100 *l.*; so that the company raised in fact the full amount, either from the original shareholder or from the sale of those forfeited shares.

3720. Then there was a fourth Act, 1 Vic. c. 23, by which you are empowered to borrow a further sum of 400,000 *l.*?—Yes, we are empowered by that Act to increase our capital 400,000 *l.*, 300,000 *l.* of which we were to raise by shares, and 100,000 *l.* by borrowing, but the Exchequer Loan Commissioners signified to us, and I believe there is a clause in the Act, stating that we are not to apply to them again for any more money.

3721. Then this 100,000 *l.*, that you are empowered to borrow, under the 1st of Victoria, has that been borrowed?—It has not been borrowed; we have created shares to the extent of the powers given by the Act, and raised by that 150,000 *l.*,

one

one moiety. And at an adjourned general meeting lately held, the shareholders came to the resolution to exercise the powers given them by this Act, and to borrow 100,000 *l.*, which we shall do to complete our works.

3722. Then your capital now is 400,000 *l.*?—The first Act was 400,000 *l.*, the next Act was 150,000 *l.*, and the next 400,000 *l.*, making altogether the gross sum of 950,000 *l.*

3723. What is the amount of your capital now, and what is the amount of money you have borrowed?—The capital that under Parliamentary authority we have raised, and have power to raise, is 950,000 *l.*, 300,000 *l.* of which was raised by original shares; 90,000 *l.* by quarter shares, and we have created 3,000 shares more, on which we have got 150,000 *l.*, and we have borrowed from the Exchequer Loan Commissioners 160,000 *l.*

3724. And you have borrowed from individuals?—We have borrowed from individuals on the security of some of those quarter-shares which we refused to sell at less than par; rather than sell the quarter-shares at a discount, seeing the benefit that would result from this railroad, the directors gave their personal security, and took the quarter-shares in pledge as a security to them, and by that means raised the money.

3725. To what extent?—I should think to the extent of 40,000 *l.*

3726. Have any of those quarter-shares been disposed of, so as to relieve the liability of the directors?—We have not brought them into the market, but it is the intention to do so in the course of this year, to relieve the directors from their personal liability.

3727. Have you made any dividends?—We have not made any, but we have declared one.

3728. Upon what amount of capital have you declared a dividend?—Upon the actual subscribed capital of 390,000 *l.*; 4 *l.* per share.

3729. Have you declared any dividends upon those quarter-shares which have been assigned to the directors in security?—The directors at the time they took those quarter-shares in pledge, signed a declaration that they would receive no personal benefit from any rise in the market in respect of those quarter-shares; those which are now to be sold will sell at a premium; but the directors have excluded themselves from any benefit from that; the interest of the money borrowed upon them will go from the funds of the company, and this dividend that is now declared upon those quarter-shares, and any premium that may be got from them, will go to the benefit of the company.

3730. Mr. *Thornely*.] Was the dividend for a year, or for a shorter period?—We had declared no dividend till the annual meeting in March, when, on examining the accounts, the profits appeared to be on the traffic about 30,000 *l.* Our gross receipts were 61,255 *l.* 12 *s.* 9 *d.*, for the traffic on the year ending December 1838; the expenses for salaries, labourers, porters, engines incidental expenses, and other things, materials for working the road, were 27,491 *l.* 5 *s.* 11 *d.*, leaving a net profit to the company of 33,764 *l.* 6 *s.* 10 *d.*; the dividend of four per cent. on 390,000 *l.*, is 15,600 *l.*; that was set apart to pay the dividend on the capital raised by the shareholders, and the residue of the money went to the general fund of the company, for the purpose of carrying on the works that are incomplete.

3731. Then the 4 *l.* dividend was, in fact, for the year?—Yes; prior to that the profit upon the traffic of any partial openings of the railroad went into the general funds of the company.

3732. Mr. *Loch*.] What is the nature of the arrangement you made with the Exchequer Loan Commissioners?—They lent us 100,000 *l.*; the condition of which was this, that we were, when they lent us 25,000 *l.* of the money, to compel our shareholders to raise a similar sum of money, and as we raised this by calls upon the shares, they advanced another 25,000 *l.*, and that went on till we got the whole sum. By that means we got the shareholders to pay up their calls, so as to get hold of the sum which the Exchequer Loan Commissioners were willing to advance.

3733. What interest do you pay?—Four per cent. upon the first loan, and five per cent. upon the last; we pay off the first loan at the rate of six per cent. per annum after four years, and the next at five per cent. from the date of the loan.

3734. Have you paid 15,000 *l.*, or will that be the state of the account at the

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end of the year?—We had paid 15,000 *l.* to the Exchequer Loan Commissioners, and the other was money borrowed from private sources.

3735. What is the length of your railroad?—Sixty miles and three-quarters from Redheugh to the canal basin in Carlisle.

3736. Reddheugh is upon the river Tyne?—Yes.

3737. Mr. *Thornely*.] Does your railway now extend to the basin at Carlisle?—Yes.

3738. Where does the railway terminate at Newcastle?—Near the infirmary, though the company have ground for the station near Westgate-street, and though the Act is expired, the company expect to have Parliamentary power for an extension of time.

3739. Mr. *Loch*.] But the distance you mentioned just now was from Redheugh, and not from Newcastle?—Yes.

3740. What will be the distance from Newcastle?—About 63 miles.

3741. Have you a double line of railway the whole way, or is it partly double and partly single?—Partly double and partly single.

3742. Do you happen to recollect what portion is double and what single?—I should think about half was double and half single. We are now in the progress of laying a portion of it double, so that with the contracts that the directors have entered into for finishing a certain portion for a double line there will then remain only about 20 miles, that is, eight miles from Hexham to a place called Stocksfield, and from Milton station to Haltwhistle; but the directors are now inquiring as to the price of iron and other things, with a view to make the whole line double.

3743. What is the width between the rails?—Four feet eight inches.

3744. The same as in the southern railways?—Yes. When we got our original Act there was a standing order of Parliament restricting the width of the rails.

3745. What is the weight of your rails?—They were originally 42 lbs. per yard; they were made on the plan of the fish-belly rails, which was supposed to add considerably increased strength; since then we have found that they did not answer. With a perpendicular pressure it might answer, but not as to railroads. It did not add that strength which persons supposed it would, and since then we have laid parallel rails about 50 lbs. weight.

3746. Have you taken up the fish-belly rails?—No; but a great many have given way, and we have had to replace them with others.

3747. Have you used stone blocks, or wooden bearings?—Stone blocks; the country affords great facilities for getting stone, but where our embankments have not been sufficiently consolidated we have used wooden sleepers.

3748. Have you had any longitudinal bearings?—None.

3749. How did the cost of your works turn out as compared with your estimate?—They exceeded it; by our original estimate the work was to be done within the 300,000*l.*; but that cannot be said to be an erroneous estimate by the engineer, for at that time it was the intention of the company to have only a single line with sidings, and the railroad was to be laid with cast metal rails, not to use locomotive engines, but horse-power, by which means the engineer gave it as his opinion that it might be done. When we commenced operations, it was considered more prudent on the part of the directors, for they then saw that the traffic would be very considerable indeed upon this line, to buy a sufficient quantity of land to make it a double line all the way; it was thought necessary to do so. The cuttings and embankments were considerably increased, and it was found that a greater quantity of land was necessary to be purchased, and of course it came to a considerable sum of money; and therefore it cannot be said to be the fault of the engineer in giving us any delusive estimate.

3750. Did the 300,000*l.* include land?—Yes; land and the formation of the line, but not station-houses or locomotive engines, or carriages.

3751. Did you get the land for the sum specified in the estimate?—Yes, generally; except when we got near the towns of Carlisle and Newcastle, when we had to pay very heavily for land which was held in small lots, but the larger landowners were better to deal with.

3752. Then the amount of the estimate for land was not much exceeded?—It was exceeded, arising from the quantity being greater for stations, deviations, damages by severance, &c.

3753. But

3753. But, with that exception, it did not much exceed the estimate?—It did exceed it, particularly near the towns.

3754. Had you to call in a jury?—Very seldom; there were, I think, only two cases.—(*Mr. Adamson.*) There were cases in which we were also obliged to call in juries, when the parties were incapacitated.

3755. Was the verdict of the jury more than you had offered?—(*Mr. Plummer.*) In one case it was a little more, but it was so trifling that we would have given it rather than have gone to a jury; we gave the parties to understand that we would add to the offer we had made rather than go to a jury, but they were very obstinate; and in other cases, as Mr. Adamson has stated, parties were incapacitated.

3756. Have you some very heavy works upon your line?—Yes.

3757. Both as to cuttings and as to bridges?—Yes.

3758. *Chairman.*] Are there any tunnels?—Two.

3759. Mr. *Loch.*] Is there a considerable open cutting which was intended for a tunnel?—Yes, but the ground was of that nature that the engineers gave it as their opinion that it could not be done by a tunnel.

3760. Do you happen to know how many cubic yards you removed out of that cutting?—A million.

3761. Did that go to spoil or to embankment?—The greater portion to embankment towards the west.

3762. Is your railroad connected with any other railroad, or likely to be connected with any other?—We form a junction with the Brandling Railroad at Redheugh.

3763. The Brandling junction goes from Redheugh to what place?—To South Shields, with a branch to Sunderland.

3764. Do you join upon a level?—They join us with an inclined plane.

3765. An inclined plane, that must be worked with a stationary engine?—Yes, it is wrought with a stationary engine.

3766. Is there any railroad on the west end of your line that joins you?—The Carlisle and Maryport.

3767. Are either of those completed up to your line?—The Brandling junction, to the east of Gateshead, to the extent of about half a mile, for the purpose of getting below Newcastle Bridge, so as to ship coals directly into the vessels.

3768. But the junction is not completed so as to take passengers from your railway to the Brandling junction?—No.

3769. When will that take place?—They state that they will be ready by the 1st of September.

3770. Have you had occasion to make any arrangement with the Brandling Railway Company, to meet their opening?—Yes.

3771. Does that relate to the carriage both of passengers and goods?—Yes.

3772. What is the nature of the arrangement that you have made with them?—In order to fix the charge to be made upon the respective railroads for the passengers and goods, a referee is to be chosen by the Newcastle and Carlisle Railroad, and another by the Brandling Junction Railroad, and they are to choose an umpire, and if they fail in proceeding to choose an umpire, or do not agree, then it is left to the Recorder of the town of Newcastle for the time being, to appoint an umpire, whose decision shall be final between the parties.

3773. That is, for the purpose of settling what will be the rate to be paid on each railroad, upon passengers and goods coming from the other railroad?—Yes; those referees will say, what per passenger per mile ought to be allowed to the Carlisle and Newcastle Company, and what to the Brandling Junction Company.

3774. Have you ever considered the question, whether the engines of one company should be allowed to run over the line of the other company?—It has been a very serious subject of consideration with the directors of the Newcastle and Carlisle Railroad, and the consequence has been, that the Brandling Junction Company will not run any engine upon the Newcastle and Carlisle Railroad. They were quite sure, that unless the whole were under the control of one engineer, serious accidents would occur, not only to goods, but to the lives of the passengers.

3775. And you do not intend to run your locomotive engines upon the Brandling line?—No, we do not.

3776. Is it your opinion that the inconvenience and risk are so great, that no arrangement could be made by placing the locomotive engines coming upon your lines under your control, so as to avoid that?—Arrangement might be made as to running at different times, but the risk would be so great, that I think it would be

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very hazardous to try it, for in running short distances there will be interruptions; the people having charge of the engines are very anxious to make up their time, and they might be behind their time, and when they are so, there might be a collision between the two trains, which of course would be fatal to the passengers and very injurious to the goods.

3777. Then in your opinion, there would be a spirit of rivalry between the engineers of the two companies, which no management could control?—I think there would.

3778. How many wheels have you to an engine?—Some have four and some have six.

3779. Are they made in the north of England?—Yes.

3780. What will be their weight?—Of the six-wheel engine about twelve tons, and of the four-wheel about nine.

3781. Which do you think is likely to be the most effectual?—What our engineer recommends, and what we find answers the purpose best, is a four-wheel engine for the passengers' train, and a six-wheeled one for the goods train; particularly where the loads are heavy; a six-wheeled engine is heavier, it takes a greater hold of the rail, and is capable of carrying more weight in consequence of the weight of the engine and tender, than a lighter engine.

3782. What speed do you go at in your passengers' train?—We do the distance in three hours, including stoppages; it is a populous district, and we have eight or ten stoppages with our quick train, and with our mixed train for goods and passengers we do the distance in four hours.

3783. You do not find that the four-wheeled engine is more apt to get off the line when going at a great speed?—No.

3784. What are your curves?—The line was originally laid down for horse-power, and therefore was not made to avoid curves, though they have been considerably improved.

3785. Have you directed the engineer to slacken his pace when he comes upon a curve?—Yes.

3786. And you have had no accident?—We have had no accident to passengers, no passenger since opening the road has been killed or seriously hurt.

3787. Are the company carriers?—Yes.

3788. Do you carry gentlemen's carriages and horses?—Yes.

3789. What are the liabilities which you think the company are subject to in carrying gentlemen's carriages?—I consider that we are under the same liability as common carriers; in the case of valuable horses, we make a bargain with the parties before we take them.

3790. What is the nature of the bargain?—That if anything happens from the negligence of our own servants, or from any accident on the line, arising from the defect of the carriages or the engine, we consider ourselves liable; but if the animal from any unruliness or any viciousness injure himself, we do not consider ourselves liable.

3791. But you consider yourselves liable for all the injury arising from negligence on your own part?—Yes.

3792. There is no ticket signed before the gentleman's carriage is put upon a truck?—No.

3793. Are the railway company in the habit of carrying goods now?—Yes.

3794. Do you consider yourselves liable to all the ordinary liabilities that the common carrier is?—We consider ourselves liable the same as the common carrier upon a turnpike road.

3795. Mr. *Thornely*.] Do you manage all the carrying department yourselves, or do you let it off to carriers?—We do not let it off to carriers; we have been applied to by carriers, but the directors thought that the public ought to receive the full benefit of this cheap mode of conveyance, and therefore determined not to give a third party any advantage.

3796. Mr. *Loch*.] How are the goods collected at each end?—We have an establishment at each end: the parties come and give notice that they have goods going, and we send out carts belonging to the establishment to collect them to a certain extent; there are many bulky articles, such as timber, slate, and corn, in very great quantities, which we do not collect; but all smaller goods, bale-goods, and things of that kind, we collect at our own station without making any additional charge.

3797. Mr. *Thornely*.] What kind of merchandize do you find is sent by your railway?—The great article we have in the west country, is coals.

3798. Do you carry cattle?—A considerable quantity come to Newcastle from the west country, both horned cattle and sheep, particularly the latter; and we shall have, I think, a great many pigs from Ireland by the steam-boat from Belfast to Carlisle.

3799. Is lead an article that is sent?—Lead is a considerable article, it produces an income of considerable extent.

3800. Corn?—That varies according to the price; there has been a considerable quantity of corn this spring. There was a very large import of foreign wheat from the Baltic and the Mediterranean, and a great deal of corn has been sent to Carlisle.

3801. Mr. *Loch*.] Have you sent any bacon?—Not that way, but a great deal comes the other way from Ireland and Cumberland.

3802. In the case of lead and coals, do the carriages belong to the persons to whom the article belongs, or does the company provide the carriages?—The carriages for the lead are provided by the company; for the carriage of coals we hire them from parties willing to contract for a certain sum per annum, and then we sublet them to parties making use of them at so much per annum. The parties that principally use those waggons are Lord Carlisle and the Blenkinsopp coal company.

3803. How do the passengers pay for their places, do they get tickets?—They do.

3804. When do you take the tickets; when they get into the carriage, or when they leave the carriage?—We have a system of tickets which we considered, at the time we originated it, superior to any other; we have a number of tickets printed with the various stations on the line, and lodged at the head office, at Newcastle; at the commencement of the week or month we deliver a certain number of tickets to each station keeper, debiting his account with so many first-class tickets, and so many second-class tickets; and at all those stations they issue them as well as at the extreme ends, Newcastle and Carlisle, and they return them with the way-bill to the head office at Newcastle, and there they are checked with the way-bill, to see that the tickets agree with account in the way-bill, and the stock that was originally given to those respective station keepers is taken periodically, to see that their money and the tickets agree.

3805. When do you take the tickets from the passengers?—At the arrival at the end of the journey they are collected by the guard, and he returns them to the head office, and that is a check to the various station keepers on the line.

3806. Mr. *Baring*.] So that your passenger has to take charge of his ticket during the journey?—Yes.

3807. Mr. *Loch*.] If he were to lose his ticket, what is the mode in which you would proceed?—We have scarcely ever had anything of that kind.

3808. Mr. *Thornely*.] What is the charge per passenger for the whole of the line?—By the first class carriages, with the quick train going in three hours, the charge is 11 *s*.; and by the open carriage 8 *s*. 6 *d*.

3809. Have you altered the rate since you opened the railway?—No; the railway was opened for traffic from Redheugh to Carlisle, upon the 18th of June last year, and we have not made any alteration in the passenger-rates since that, except in some instances between the different stations in the interior of the country.

3810. Mr. *Loch*.] Have those alterations been to raise them or lower them?—In some cases to raise them; we found by making it extremely low between the country stations in the interior, that we got more passengers, but when we got the late Act of Parliament, a clause compelled the company to make an uniformity of charge throughout, which we have adhered to as closely as we could.

3811. Has that checked the traffic?—A little; in the interior of the country people think more of the few pence additional.

3812. Were there any coaches running along that line of road?—Yes; two between the two extreme points.

3813. Were there any that went a portion of the distance?—Two coaches; one to Hexham, and the other to Haydon Bridge, 26 miles; there were some from Brampton to Carlisle, but I do not know how many.

3814. Do you happen to know whether any or all of those coaches run now?—None of them run now.

3815. When did you open from end to end?—The 18th of June 1838.

3816. Mr. *Thornely*.] You now carry your passengers by the railway the whole way to Newcastle?—Yes, nearly so.

3817. Mr. *Loch*.] Can you state about how much the monthly average of passengers by the coaches was previous to the opening of the railway?—From the 5th of

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of May to the 10th of October 1835, there were 137,000 carried a mile by the coaches.

3818. Can you give the Committee the same period of another year carried by the railroad?—For a period, beginning the 5th April and ending the 10th October 1837, there were 1,673,254 carried a mile; and in the same length of time, from the 10th of October 1835 to the 5th of April 1836, by coach 153,272 travelled a mile; so that, in fact, 11 times the number of people travelled by the railroad that travelled by coaches.

3819. There are no collateral means of communication that you have taken the travelling off by means of the railroad?—I think not.

3820. So that that is an increase of travelling by the railroad?—It is.

3821. Have you ever thought at all upon the subject of the mode of levying the tax upon railroads?—We pay the passenger duty, as you know.

3822. That is the eighth of 1 *d.* per mile?—Yes.

3823. Do you think that is a satisfactory mode to the railroad companies of levying the duty?—Yes; we have no objection to that mode, because we pay upon what we receive.

3824. You do not think it operates at all against your lowering your rates upon your second-class passengers?—I think not.

3825. Do you think it is as good a way for the railroad to pay a tax in that shape, as it would be to pay a tax upon the gross receipts of the company?—I should think better.

3826. Will you state your reason?—Taxing in that way, we pay upon what we do; if charged upon the gross receipts for passengers, it amounts to the same thing; it is a very satisfactory mode of paying the tax at present; instead of paying so much per annum by a fixed tax for the distance, we pay now on the revenue we receive, which is the best mode, for we have the means of paying it.

3827. It has been stated to the Committee, in the shape of a petition, that the tax bears a larger proportion to the lower fares, than the higher fares; and therefore that it presses unequally upon the lower class of passengers?—Certainly; it is an eighth of 1 *d.* upon each passenger, let the rate be what it may; but so far as our company is concerned, we have never made any serious part of our calculation the duty to Government.

3828. Therefore you are quite satisfied with it remaining as it is?—Yes.

3829. *Chairman.*] By your contract with the Post-office, what do you receive a year for the conveyance of the mail?—Three half-pence a mile for conveying the mail.

3830. Do you know what it comes to in the year?—It amounts to 10 guineas a week, which is about 500 *l.* a year.

3831. What services do you do for that?—We take the mail bags and the guard.

3832. How often?—Twice each way; twice from Newcastle to Carlisle, and twice from Carlisle to Newcastle.

3833. How do you charge for goods upon your railroad?—Various scales of rates.

3834. By weight?—By weight in some cases, and very light goods we charge by measurement.

2835. Mr. *Loch.*] Have you any stationary engine upon your line?—No.

3836. *Chairman.*] How many engines have you altogether to perform the work upon the railroad?—At present we have 17 locomotive engines, and one that we shall have delivered in the course of a few days.

3837. Mr. *Loch.*] What do you pay for them, have you any objection to say?—No, they have risen very much lately, in consequence of the demand; the first engine that we bought, including the tender, was about 1,000 *l.*, and now, including the tender, the cost is about 1,700 *l.*: that is with six wheels, so that it is larger, which, in a great measure, accounts for the sum charged.

3838. You have mentioned, in a former part of your evidence, that you had entered into an agreement with the Brandling Railway Company, that in the event of your disagreeing upon the subject of the manner of your charging their passengers, it is to be ultimately left to the Recorder of Newcastle to name an umpire?—Each party chooses a referee, and they have the power to choose a third; but in case they do not agree in the choice of a third, the Recorder of Newcastle is to appoint the umpire, whose decision is to be final.

3839. How would it do, in your opinion, if there was to be a board to decide upon all matters of that sort where two companies might not be able to agree between

between themselves?—I should think that any central board would not work well; there are so many local matters to be taken into consideration, that I think two or three companies in one locality would be more likely to get referees that would do them justice than referees at a distance.

3840. Do you think the interests of the public would be equally protected by such referees, as by a board appointed having a control over railways?—Yes, I think so.

3841. Take this case, that in a short time there may be a railroad from Newcastle to London, which will have to travel by the Great North of England, the York and North Midland, the North Midland, the Leeds and Selby, the Midland Counties, and the London and Birmingham, do you think it possible that all those different companies can so arrange matters between themselves as to meet the wants and demands of the public?—The case I was alluding to was where we are connected on the two sides of the island; I should think those matters would be regulated in the same way as a common stage waggon or a coach; they would agree upon the rates with each other, so as to make it palatable to the public, and besides, the maximum is limited by Act of Parliament for each of those companies.

3842. Are you limited by your Act of Parliament as to the charge that you shall make for locomotive power?—We have power to charge for the use of the railroad, and we can charge so much for the carrying department, for the locomotive power and the carrying.

3843. Do you recollect the terms in which your locomotive power is limited; is it not that you are entitled to charge what is reasonable for the locomotive power?—We are without restriction as to passengers; if you put your carriage upon one of the trucks, we can only charge a certain rate for conveying the passengers, and a certain rate for gentlemen's carriages.

3844. But have you not, in fact, the means of charging anything for locomotive power that you please?—No; as carriers we are limited.

3845. But for passengers?—For passengers we can charge what we please.

3846. Supposing that is the case in all Acts of Parliament, that there is no limit in the charge for locomotive power, how could you arrange that between the companies, unless there was some controlling board to settle the disputes between the companies?—We make our charge so low as to induce parties to come upon the line, and to allow us to carry them; we are quite sure that moderate rates produce the best revenue to the company, and we are very averse to any others putting an engine on our line, because it would be exceedingly difficult and dangerous to the public; but when we clash, as we do at Newcastle, we find that in the great article of coal it is an advantage to the people on the east end to get their coals into ships below Tyne Bridge, and therefore the Brandling Junction might put a lock, as it were, on traffic in that kind of way, provided they had an arbitrary power to charge what they pleased; and that forced upon us the necessity of having a power of reference that they should not charge more than was reasonable, and that we should submit to the same restraint with coals coming a few miles from the westward, and not charge an arbitrary rate if they were shipped below bridge.

3847. If the Brandling Junction had not come into that specific arrangement, what power had you of compelling them?—They could not charge more than their maximum power.

3848. Confining the question to passenger traffic, they could still charge what they pleased for locomotive power, so that they might cut you off entirely if they pleased?—They might cut us off from communicating with Sunderland, but they would inflict a very serious injury upon themselves.

3849. Have you any power to oblige them to be reasonable except their own pleasure?—We have now, under the agreement for 99 years.

3850. But if you had not entered into that agreement your only remedy would have been an application to Parliament?—Yes; we were not aware that any charge would be made to amount to a prohibition, but we considered that it would be a subject of endless dispute between us, the different rates and charges, and both companies therefore thought that that was the most desirable means of agreeing upon the different rates.

3851. But if you had not been both reasonable sort of people the reverse might have taken place?—Yes, and the public would have appealed to Parliament as the consequence.

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3852. You stated that you thought low fares were those which produced the greatest revenue to the company?—We are very moderate in our rates, and that is our reason; I believe we are more moderate in our rate of charge than any other railroad in the kingdom.

3853. The experience you have justifies that conclusion?—Yes.

3854. Mr. *Childers*.] What is the rate of charge upon passengers per mile?—In close carriages it is a little above 2 *d*., and in open carriages, by the same train, it is a fraction above 1 ½ *d*.

3855. Mr. *Loch*.] Has it ever occurred to you, that in point of fact it might be more lucrative to the company to charge somewhat higher, carrying fewer passengers, and yet getting a better revenue?—In some of the best carriages, we might get a little more by raising it, but the general opinion of the directors is, that the charge is sufficiently high at present.

3856. But if it should be stated to you as a fact, that a railroad company had raised their fares, and decreased their number of passengers, and yet increased their income, is the interest of the company and the interest of the public in that case the same?—No; I should say not.

3857. Mr. *Thornely*.] Have you found much inconvenience in those parts of the railway where you have a single line, from the circumstance of the detention of trains till the others come on?—Unless it is by accident we have not found any inconvenience: we are complimented by the Post-office authorities for keeping our time.

3858. It is your intention to make the line double all the way?—Yes.

Benjamin Gott, Esq. and Mr. *Peter Clarke*, called in; and Examined.

Benjamin Gott, Esq. and Mr. *Peter Clarke*.

3859. *Chairman*.] (*To Mr. Gott*.) YOU are Chairman of the Leeds and Selby Railway?—I am deputy-chairman; the chairman resigned a few months ago, and a new chairman has not been appointed.

3860. (*To Mr. Clarke*.) Are you the Secretary of the company?—I am.

3861. Mr. *Loch*.] (*To Mr. Gott*.) Have you been some time deputy-chairman?—Since the commencement.

3862. The first Act you had was the 11th Geo. 4, c. 59?—Yes.

3863. Do you happen to recollect what the amount of capital was that you were empowered under that Act to raise?—£. 210,000, in shares of 100 *l*.

3864. Were you empowered to raise any money by loan?—£. 90,000.

3865. Then by the second Act, of the 5th of Will. 4, c. 57, you were empowered to raise a further sum of 40,000 *l*.?—Yes.

3866. But there was no increase to the shares?—No.

3867. Was there any power to convert any part of the money borrowed by loan into shares?—Not in the first Act; but in the second there was a power of discharging the debt by increasing the shares; but that power has not been exercised.

3868. Have you expended the whole of the subscribed capital?—Yes, and the borrowed money.

3869. That is, the 210,000 *l*. and the 40,000 *l*.?—Yes, the 40,000 *l*.

3870. Have the shares been well paid up?—Yes.

3871. Have you had occasion to forfeit any shares?—There were a small number forfeited.

3872. What became of those?—They were taken by the original subscribers at the discount of the time, and the parties were called upon to pay the difference.

3873. Then the company did not lose any money by the forfeiture?—They did not lose any money from that circumstance.

3874. Have you made any dividend?—We have made three dividends.

3875. At what dates?—The railway was opened on the 22d of September 1834; in the July of 1835 a dividend was declared of two and a half per cent.

3876. Was that for the year or half year?—For the half-year it was called; it was the half year and a fraction, in point of fact. In July 1836, that was one year, there was a dividend of one and a half per cent. for the whole year. The third was in January 1837, one and half per cent., that was the half year.

3877. Have you made no dividend since?—No, we have not.

3878. To what circumstance is it owing that you have made no dividend since?—Besides the amount of the subscription of 210,000 *l*., and the borrowed money under

under the Act of Parliament of 40,000 *l.* there was a further debt owing by the company beyond that which was advanced by the bankers at the time, of about 6,000 *l.* and that sum has now been reduced to 4,000 *l.*, and we have in hand about 4,000 *l.*, from which we purpose to declare a dividend for this half year of two and a half per cent.

3879. How much debt remains?—£. 4,000 remains unpaid to the bankers.

3880. What interest do you pay upon that 4,000 *l.*?—To our bankers, five per cent. I speak from memory only, it is a debt upon the balance of the accounts.

3881. Was that raised upon the liability of the directors?—The bankers made the advance upon the faith of the undertaking; the directors are men of fortune, and there was no difficulty in that.

3882. From whom did you get money upon loan?—It was principally raised in the town by the parties.

3883. What interest has been paid?—Four per cent.

3884. Has the interest been regularly paid?—Yes, each half year, in conformity with the Act of Parliament. When we first borrowed it, for the first year, it was four and a half, then four and a quarter, and then four per cent. for the remainder of the seven years; we borrowed the money for the term of seven years.

3885. The railway extends from Leeds to Selby?—Yes.

3886. What is the distance?—Twenty miles.

3887. How many lines of railway have you?—Two lines the whole way.

3888. What is you gauge?—Four feet eight.

3889. The ordinary gauge of the country?—Yes.

3890. What is the rate of charge for passengers?—For the first-class carriage 4 *s.*, the second-class 3 *s.*, we have but two classes of carriages from Leeds to Selby.

3891. What is the weight of your rail?—Forty pounds to the yard.

3892. Are they fish-bellied or parallel rails?—They are parallel rails, and a block every yard of the line.

3893. Are they stone blocks?—Stone blocks chiefly, nearly the whole; the embankments being liable to settle in some parts, we have used wood for very short distances.

3894. Transverse?—Transverse and longitudinal.

3895. Has there been a considerable breakage of the rails of 40 lbs.?—Very little.

3896. What is the weight of your engines, do you know?—I do not know.

3897. Are there six wheels or four?—There are six now, there were four; they were built by Bury of Liverpool, and Fenton & Co. of Leeds; I think the engines are about the same weight that are usually employed.

3898. Why did you give up employing Bury's engine?—His attention was taken from his own works entirely, by his undertaking to devote his time to the London and Birmingham; he ceased to be an engine maker to the public.

3899. It was from no defect of the engines themselves?—Certainly not.

3900. Do you think they perform the work as well as the other?—I think Fenton's and Bury's are about the same value.

3901. They are not more apt to go off the line in consequence of having four wheels?—Not that I am aware of; we had till lately four wheels, we now use six.

3902. Is it a straight line?—There are some few, but not great curves.

3903. Have you had any accident in consequence of those?—No accidents to passengers, except in one case, where a passenger leaped out of the carriage and broke his leg; and one drunken passenger, who saw his companions, leaped out of the carriage and was killed.

3904. Mr. *Thornely*.] In what time do you do the distance of 20 miles?—An hour and five minutes.

3905. Mr. *Loch*.] You have mentioned the amount of rates you now take from first and second class passengers, is that the rate you have always taken?—No, we had a lower rate; the first rate was 3 *s.* and 2 *s.*

3906. When was it you made the alteration, by charging 4 *s.* and 3 *s.* in place of 3 *s.* and 2 *s.*?—(*Mr. Clarke.*) In 1835 the rates were 3 *s.* and 2 *s.*, since then, except for a few months in 1837, they have been 4 *s.* and 3 *s.*; in those months they were 5 *s.* and 4 *s.*

3907. What was the immediate effect of your raising your fares?—In 1835, at the

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the low rate of 3 *s.* and 2 *s.*, there were 100,913 passengers carried; that was for the twelve months. In 1836, when the fare was raised to 4 *s.* and 3 *s.*, we had 88,957.

3908. Be so good as to state the receipts for both periods?—They were 11,947 *l.* in the first period, and 13,275 *l.* in the second period.

3909. Then the result of that account is this, that you have carried fewer passengers?—Twelve thousand passengers less.

3910. But you have had a larger amount?—We have had 1,300 *l.* more in income.

3911. So that, as far as that account goes, it is a proof that the public have suffered inconvenience, although the railway company has gained in income?—Yes.

3912. Can you carry that on?—Yes. In 1837 the price was again raised to 5 *s.* for the first-class and 4 *s.* for the second. I can give the numbers we carried. In 1836, from May to October, we carried 60,439 passengers; in 1837, we carried 41,830 in the same six months; and in 1838, in the same period, we again carried 60,174, having in that year returned to the rate of 4 *s.* the first-class and 3 *s.* the second.

3913. Will you be so good as to state the money that you received for passengers during those respective periods?—For the six months in 1836, 8,940 *l.*; in 1837, 7,650 *l.*; and in 1838, 7,862 *l.*

3914. Then, by returning to the charge of 4 *s.* and 3 *s.*, you have got pretty nearly to the same state as you were in before you raised to 5 *s.* and 4 *s.*?—We have received 200 *l.* more this year for the same period, but we carried 19,000 people more for it, as compared with the year preceding.

3915. As compared with the year 1836, what did you receive?—We have not received so much by 1,000 *l.*; I can only account for that by there being more of the second-class passengers in proportion than in 1836.

3916. What object had the directors in raising the fares originally?—(*Mr. Gott.*) The smallness of the dividends.

3917. The result, so far, has answered their object, that they got a larger income?—Yes; we tried the experiment of increasing the prices, and we found it did not answer the purpose, and we reduced them again; the object was to get a better dividend for the subscribers, and we failed in that.

3918. The first rise had the effect of decreasing your number of passengers and increasing your income?—Yes.

3919. And your second rise had the effect of decreasing the number of passengers and the income?—Yes; and the passengers have not returned again; the habits of the people have changed; now we are going on more steadily than we did before.

3920. While the fares were 5 *s.* and 4 *s.* you both lost in numbers and money?—(*Mr. Clarke.*) I think it was the same in the ultimate amount, because the increase of money was called for by the increased duty.

3921. Mr. *Loch.*] What is the maximum fare that you are entitled to take?—(*Mr. Gott.*) It is not limited; the terms are, "a reasonable sum."—(*Mr. Clarke.*) The toll is a shilling for five miles and for anything under ten, and 1 *s.* 6 *d.* for the whole distance.—(*Mr. Gott.*) The words of the Act are, "For persons, cattle, and other animals, such reasonable charge as shall from time to time be determined by the said company."

3922. Your present fares are 4 *s.* and 3 *s.*?—(*Mr. Clarke.*) Yes.

3923. Are the number of passengers increasing?—I think they are rather increasing.

3924. Has there been any additional revenue arising from any new railway being open to yours?—Yes, we have had an increase; but I am taking the Leeds and Selby passengers only; we had an increase from the North and York Midland coming upon us; we meet and take their passengers at the junction, and they take ours.

3925. And coming south, what will you join?—They will come under us, and run to Metley to join the North Midland.

3926. What arrangement has been entered into between the two companies as to the use of that portion of the railway which is common to both?—They bring their passengers to the junction with us, and we meet them there with our train; we exchange their carriages, and their engine returns to York, ours to Leeds and Selby.

3927. But

3927. But your engine does not go along their line, nor theirs along yours?—Not at all.

3928. Mr. *Baring*.] Your carriages do?—Yes, they do.

3929. Mr. *Loch*.] Is it so arranged that the carriages coming from York shall meet yours coming from Selby?—Yes, we run from Selby and they from York, and we arrange so as to meet at the junction.

3930. Was it ever under the consideration of the board whether it would be advisable to allow the locomotives of one company to come upon the line of the other?—(*Mr. Gott.*) It has been discussed; and it was thought more convenient to proceed as we do at present.

3931. But was it those circumstances alone that dictated the arrangement that has been made, that you shall use the locomotives upon the respective lines?—I am not aware of any other circumstance.

3932. Then when the York and North Midland Company open their line, what will be the arrangement?—(*Mr. Carke.*) It will continue the same, to the mutual advantage of both.

3933. Have you been clerk to the company ever since it was opened?—No, I have not.

3934. Have you had any experience in railroads?—No, not till these last 12 months.

3935. Then you cannot state whether it would be dangerous to permit the locomotives to travel over your line?—I think it would, unless they were under some regulation. The traffic on our line is not so great but that they might run without any serious accident, provided our regulations brought them under the same rules and orders.

3936. How has the work turned out, as compared with the estimate; has it exceeded the estimate?—(*Mr. Gott.*) The original estimate 197,000 *l.* to 200,000 *l.*; the subscriptions were in 210,000 shares of 100 *l.*, supposing that would be sufficient.

3937. Then the 130,000 *l.* which you were empowered to borrow, and which you have borrowed; in what manner has that been expended?—In part from the estimate falling short of the work done; and in part the depôts and law expenses exceeding our limits, and from land; it has arisen generally from the estimate having exceeded the expenditure.

3938. Can you state by how much it has exceeded?—The original estimate, calling it 200,000 *l.*, and the expenditure 340,000 *l.*, it has exceeded it by 140,000 *l.*; but it would be an injustice to the engineer to charge him with anything like that, because, from the paper I hold in my hand, of the expenditure in different ways, it appears that the expense of the depôts was not in his estimate; they were more expensive than was at first contemplated. The Leeds depôt was 18,300 *l.*, and the Selby 10,300 *l.*; and many other expenses of the same kind were much heavier. We had sums of money to give to parties, as much as from 8,000 *l.* to 10,000 *l.*

3939. Then how was it as to the execution of the line itself, was that pretty near the estimate, or did it exceed it much?—It exceeded it by a considerable sum, I cannot state now much.

3940. As to the purchase of land, has that exceeded your estimate?—Not much; we found we had too small a quantity of land for each depôt; we had increased the value of land near it, and we have paid for the land we have bought since a high price.

3941. Did you purchase that land under the authority of the Act?—Part by contract and part under the authority of the Act; it was not a very large sum altogether.

3942. Were you much opposed in Parliament?—We were not successfully, but that was the cause of the great expense.

3943. Were you opposed by the Aire and Calder?—Yes, but more by their stimulating others to opposition than by their standing forward themselves; we were opposed in both capacities.

3944. Do you carry goods as well as passengers?—Yes.

3945. Are you the sole carriers upon the line?—Yes.

3946. Do you carry carriages and horses as well as goods?—Yes.

3947. What do you consider to be the liability of the company?—The same as the common carrier; we have never discussed the subject.

3948. Have you attempted to limit the liability of the company?—Not at all.

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3949. With regard to the horses, what is your liability?—The point has never been put whether we are liable; we consider ourselves liable.

3950. You do not make the person sending the horse sign an engagement?—No; I may be allowed to say that there might be a case in which the directors might think it their duty to the subscribers to resist in the case of a vicious horse; but that is a case that we have never anticipated, so as to provide for it.

3951. Then in the carriage of goods you reckon yourselves liable to the same liabilities as the common carrier?—Yes.

3952. How do you collect goods at each end of the line?—The goods are brought in part, and in part our wherries collect them in the town.

3953. Do you make an additional charge for collecting them?—(*Mr. Clarke.*) The men are paid so much a hundred weight; they do not belong to the company; they are a set of porters who make a charge for collecting them.

3954. Is that paid by the company?—When paid by the company it is charged to the owner of the goods.

3955. Do you carry a considerable amount of goods?—Yes, I estimate the goods at about 40,000 tons per annum.

3956. Were there any coaches between the same two points, Leeds and Selby, previously to the opening of the railway?—I believe there were two.

3957. Do you happen to know the estimated amount of the people they carried?—No.

3958. Do those coaches still run?—No.

3959. Is it intended that your railway shall join the Selby and Hull?—Yes; a siding has been made preparatory to their joining.

3960. What condition are they in as to opening?—The bridge in Selby is the principal hindrance; they have their embankments thrown up, and they are waiting for the ballasting coming off from our line.

3961. Mr. *Thornely.*] Do you join them upon a level?—Yes, we shall join them upon a level.

3962. Mr. *Loch.*] You have no inclined plane for a stationary engine upon your line?—No.

3963. Have the board of directors considered the subject of any arrangement to be entered into with the Selby and Hull when it is opened?—No.

3964. Then you do not know whether it will be thought desirable that the locomotives of the Leeds and Selby shall run all the way or not?—We have had some conversation upon the subject; and the result, as far as it has been discussed, is this, that we shall meet at Selby and change the engines, and the waggons proceed with the engines.

3965. That the carriages, in point of fact, shall run the whole distance, but the engines not?—Yes.

3966. When will that line be opened?—When the bridge at Selby is finished. They could not get above the water during the winter; since then they have got above the water.

3967. When do you expect it will be opened to the public?—In the course of the next year; we expect in the early part, May or June.

3968. How do you take your tickets upon your line?—We collect them previous to the starting of the trains. We deliver a ticket on paying the fare, and when the passengers are seated in the carriage we collect them.

3969. Do you think you are much imposed upon in consequence of that by persons travelling who have had no tickets?—I think not.

3970. Do you book all the way from Leeds to York, and back again?—We book from Leeds to York, but the York passengers who come there have a ticket on taking their seat in the carriage, and on the arrival at the junction there is a person there that takes the ticket from them.

3971. But those that go forward to Selby are not asked for their tickets?—No.

3972. And it is your opinion that you are not much imposed upon in consequence of that?—No.

3973. Mr. *Thornely.*] At what distance from Leeds is the junction with the York Railway?—Thirteen miles.

3974. Mr. *Loch.*] Have you at all considered the mode in which railroads are taxed at present for the conveyance of passengers?—(*Mr. Gott.*) Yes, I have considered it a little, and I do not see any plan in the present state of railroads

that

that you can proceed upon but that of a duty per passenger. It appears to me, that so many of the railroads are comparatively unproductive railroads, or at present very little understood as to their permanent produce; and till they are, I think it would not be politic to attempt to collect the duty in any other way.

3975. Then you think the present mode of levying the tax is satisfactory?—Yes; and I think it would be impolitic to alter the tax. Under those circumstances, with so small a dividend, it would be discouraging.

3976. Then you think that the Government could not obtain an income in any other way, which would be better than the present?—I think a tax upon the passengers is the best mode.

3977. Then as far as your experience goes as a director, you are satisfied with that?—Yes.

3978. Mr. *Thornely*.] But suppose the directors were to reduce the fares one-third or one half, do you think it would be reasonable that you should be compelled to pay as great a tax to the Government upon that as you now pay; would it not be fairer, as between the companies and the Government to pay a per-centage upon the reduced amount received, rather than the eighth of a penny per passenger per mile?—I think the directors of railway companies could not afford to reduce the carriage of passengers below the present rate, except there is some great improvement in locomotive power, or some cause of that description, and pay an interest to the subscribers, and therefore, I think it is a better plan for the companies to pay as they do at present; I think we should pay one-eighth of a penny with satisfaction, and if we reduce the fares, which would be our affair, we should do it with the duty of one-eighth of a penny before us.

3979. Mr. *Loch*.] In considering the amount of rates that you charge upon the passengers, has the amount of tax formed any material item of consideration?—No; it has never formed any subject for discussion.

3980. What other railroads will your railroad have connexion with then?—The Leeds and Selby will connect with the Hull and Selby. If the North-Eastern Railway is carried through Cambridgeshire and Lincolnshire, we consider that our line from Leeds to Selby will be the great communication to London, as the Old North-road now is.

3981. Have you any connexion with the North Midland?—No; the North Midland joins with the York at that lower level, seven miles below Leeds, and though it is four to five miles further from York to Leeds by their joining the North Midland and Leeds, and Manchester, yet the lower level may make such a difference, as materially to curtail the traffic upon the Leeds and Selby; the four miles at the lower level, though a greater distance, will be compensated by our steeper ascent upon the line.

3982. Had you any difficulty in making the arrangement with the York and North Midland that has been made?—(*Mr. Clarke*.) No, I believe none.

3983. Suppose they had differed in opinion from you, and had not agreed, does it appear to you that any controlling board, to make a fair agreement between the two parties, might be useful?—I do not know; our only means of course would have been to run our trains upon that line.

3984. Have you the power to do so?—Yes.

3985. In what way?—We could have run upon it paying them toll.

3986. Would they be obliged to let you have the accommodation of their stations?—We must provide some station.

3987. Then how could you do that without the authority of the Act of Parliament?—We could hire offices, and book our passengers at the place in York, and bring them down to the carriages there.

3988. They would not give you the accommodation of their station to take passengers from them?—If we are upon their line, I suppose they would.

3989. Do you speak that with much confidence?—No; I do not.

3990. Would they be obliged to afford you the accommodation of water?—No; I do not think they would.

3991. How would you do in that respect?—The distance is so short, that we have water upon our line quite sufficient.

3992. Suppose, instead of speaking of the York, you speak of the Hull and Selby; you neither obtained water from them nor stations?—No.

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3993. Then you are in their power to a great extent?—Yes; and they in ours.—(*Mr. Gott.*) And on that account there would be little difficulty; I think the Birmingham, the Grand Junction, and the Manchester and Liverpool act in concert.

3994. Then it is not your opinion, that in all those cases it would be beneficial for the public to have a board to arrange all these matters which the company cannot do so amicably and well?—I think it would be impolitic to bring forward a legislative measure upon the subject, till it is found that difficulty exists. I would prefer an arrangement with the respective companies to the interference of Government, except it be found necessary after railroads communicate more generally with each other through the country.

3995. Might it not be of benefit to the country, that that board should be established in the first instance, so that they might frame, with the concurrence of railway companies, a general system of legislation which would be of future benefit to the whole body?—I should have no objection to it, but I should have supposed that the railway companies would have found an easy mode of adjusting those matters among themselves; if not, legislative measures might be taken.

3996. Mr. *Childers.*] The present line from Selby to London would be by the North Midland?—Yes; a few miles upon the Leeds and Selby, then to proceed on the York and North Midland, till it communicates with the North Midland at Metley, and then on the line of the North Midland to Birmingham.

3997. You stated that the North Midland was a competing line?—It comes within about seven miles of Leeds, and there communicates with the line of the York and North Midland, that intersects our line, and makes a bow, of which ours is the string, to Leeds. The line of the Leeds and Selby is 20 miles; the distance of that line would be four miles more from Leeds to Selby on the York and North Midland and the Manchester and Leeds, including the North Midland; they there join, but it is at a lower level, and they would work with a greater weight and with more speed than we should do, for we have a higher summit level.

3998. Then under those circumstances, the North Midland is partly a competing line with yours, and also the line upon part of which you must go to go to London?—Yes.

3999. Then they being in two positions towards you, one as a competing line and one as receiver of your trains, does it not occur to you, that they might obstruct you and cause inconvenience?—They will not be the receivers of our trains; they have a depôt at Leeds, to communicate either with the Manchester and Leeds, or with the Great North of England, or with the York and North Midland, without ever touching the Leeds and Selby.

4000. But the Leeds and Selby, in order to get to London, must go upon their line?—Yes, the Leeds and Selby must come upon their line; but from Leeds, passengers immediately embark from their depôt for London, no reference being had to the Leeds and Selby.

4001. Do not you think, that from the complication of interests, difficulties might arise which might require some superior board to settle?—Yes, there might.

4002. Mr. *Loch.*] Have you had any complaints on the part of the public as to the conduct of any of your servants?—I am not aware that there has been any complaint of the least consequence.

4003. What are the means persons would have of making any complaints; have you any books at the station, or do they write to the board?—There has been no complaint, except that the drivers of the omnibuses and cabs were too importunate with the passengers when they arrive, for their custom, which has now been prevented by the police.

4004. Do the omnibuses and cabs belong to the company?—They belong to the inns of the town; they bring passengers and take them away, and in their communication with the passengers, they were rather importunate.

4005. That was a mere matter of police?—Yes.

4006. Do you think you have sufficient power over your men to enforce the execution of your orders?—I am not aware that there has been any reason to say otherwise.

4007. You always found them attend to the orders you have given?—Yes.

4008. Do they sign any paper, undertaking to be subject to fines?—(*Mr. Clarke.*) No, they have not signed one, but it is understood we may fine them to the amount of 10 *s.* if their conduct is such as to call for it.

4009. In what way does that arise, is it mentioned when they are hired?—No; but we have printed regulations of that sort hung up.

4010. Have you ever had occasion to enforce that?—We have, to some trifling extent.

4011. But upon the whole, your men have been well behaved?—Generally, well behaved.

Charles Buck, Esq. called in; and Examined.

4012. Mr. *Loch*.] WHERE do you reside?—I reside in Preston.

4013. Are you in the habit of travelling along the railway from London to Preston?—Yes, I am.

4014. Along the London and Birmingham, the Grand Junction, a portion of the Liverpool and Manchester, and then at Parkside you go upon the North Union?—Yes.

4015. Have you found facility in passing from the London and Birmingham at Birmingham, so as to get on to the Grand Junction?—I have found great inconvenience at Birmingham, and also at Parkside.

4016. Will you state the inconvenience that has occurred to you at Birmingham?—I came up in the middle of January, and was very desirous, because I was in a very delicate state of health, to come through in one carriage: I had heard many complaints before; I spoke to one of the directors, and to those who were at the railway office in Preston; I found there was no chance of it, and that I could only book to Parkside; then from Parkside I had to book again to Birmingham, and the inconvenience was so great at Birmingham that I had no time to get refreshment properly, having to look after my luggage; my wife was with me, but we had a change there and came on. Now in returning, which was in the middle of February, I went to the station at Euston-square in the morning: I was going down in the evening; I applied to know if I could be taken down the whole way to Preston, and found that I might be booked down to Parkside or to Manchester, that I might get off at Parkside; the book-keeper promised that I should be booked to Parkside; in that expectation I came with my wife at eight o'clock in the evening, but there was another book-keeper there, and he knew nothing about it; the one in the morning had not booked me for Parkside, and I found that I was obliged to book my place to Birmingham only; in fact, to go down by the same carriages as I had come up by.

4017. Mr. *Baring*.] When did this occur?—I came up in the middle of January and returned on the 13th of February. On the 16th of April I came up again, and I came with a clerk and three females, who were my wife, my sister and my niece; my sister was going to Birmingham only; I had been very anxious to book through, and I applied several days beforehand; indeed, I applied repeatedly; the secretary there told me two days before, that if I would pay him the places as we were four of us going to London, and my sister who was stopping at Birmingham, he would forward the money to Manchester, and that we should have to change at Parkside only. In consequence of that, I paid him the full fare to London, with the exception of the Birmingham passenger. About an hour before starting from home, one of his clerks came down to tell me that he found that I could not be insured of a carriage at Parkside to take us through; that he did not know whether my fares would be considered as being paid or not, but if not, that he would return me the money afterwards. This was a disappointment, because I had thought of going to Liverpool merely for the convenience of having only one change; as it was, we went to Parkside; there was a great confusion in the change of luggage, as there always is; it is a very inferior station; we thought we had got all our luggage; we found we could only have our places to Birmingham, and the places were not paid for. I had to pay again. When we got to Birmingham and dropped my sister, there was one piece of her luggage missing. I had desired all the party before starting, most particularly to have the directions well put on and plainly written. I found there was one of her directions on another piece of luggage, which was just slipping off at Birmingham, owing to tumbling off from the roofs, and so on, of the carriages; when we, being four of us, got to London, I found one piece of my luggage missing.

4018. Did you represent that when you got to Euston-square?—Yes, I did; and I sent a porter from the hotel which I was stopping at to make an inquiry.

4019. What sort of a reply did they give you at Euston-square?—That it must have been left behind.

4020. Did they make any offer to inquire for you?—Yes; that they would do all

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all they could to inquire. I arrived at six in the morning, and the day after my luggage came to the hotel, marked "passenger's luggage left behind," and my sister received her luggage two days after at Oxford; she had gone from Birmingham to Oxford, and hers not having been marked "passenger" upon it, she was charged the whole distance from Preston.

4021. May I ask how much she was charged?—I think she was charged between 4 *s.* and 5 *s.* for that piece of luggage.

4022. Mr. *Baring.*] But that was conveyed from Birmingham to Oxford?—It had to be conveyed besides, but it was, upon calculation, I found, the charge of the railway as well as the charge of the other.

4023. And you attribute that charge to the luggage not being marked with the word "passenger?"—I think so, so far as the railway goes.

4024. Mr. *Childers.*] Was it 4 *s.* or 5 *s.*, including the carriage from Birmingham to Oxford?—Altogether. It was only a band-box, or something of that kind. On the 3d of June I went down, taking with me my niece only, a young lady, and I found, as I had done before at the station here, that they do not know, or at all events that they will not give any information beyond Parkside, either as to the time of starting or anything else. I determined this time, as they told me that I could not book to Parkside, or to Preston, that I would book to Manchester, and try if I could not be let down at Parkside. I took the two places accordingly for Manchester, in order that I might go by one carriage. I got to Parkside and got out there, for the train stops; it was the mail train; we arrived there in the evening about eight o'clock; it leaves London at half-past nine. I had the greatest difficulty in getting them to take my luggage off; they said I ought not to have come that way, but, however, I did get it off with some difficulty, and got home; the luggage was on the roof of the carriage that I was in, but that was a Manchester carriage.

4025. Mr. *Baring.*] What was the delay at Parkside?—They stopped to let down passengers, and put them into another carriage.

4026. But the removal of your luggage occupied a short time?—They had to remove it; it was covered up. I thought it would go to Manchester, but I did get it down. On the 7th of June I came up again; I had with me a clerk; I applied then to take my place through again from Preston. I saw the secretary; he said it was impossible, it could not be done. I saw one of the directors, and he said he could do nothing; there was a Committee sitting in London, and that I had better, if I had any complaint, make it there; that they could not make terms with the other companies; that I must try, if I could when I got to Parkside, to get into a carriage that was going all the way through.

4027. What took place at Parkside, did you get a carriage?—As it happened I got a carriage; there were two places in two carriages; I got into one, and my clerk into the other. If I had been travelling with a lady I should have been obliged to change with one of the other passengers to Birmingham.

4028. In short, you have experienced considerable inconvenience from the company's having entered into no arrangement to book passengers throughout the whole distance?—Yes.

4029. Mr. *Loch.*] It might have happened, that when you arrived at Parkside there might have been no places at all?—It might.

4030. Mr. *Greene.*] From your living in Preston, and your knowledge of Preston people, are you aware whether this is a matter of common complaint among people living there?—I know that the complaint is very general. I have already noticed that there is great want of accommodation at Parkside, and great uncertainty as to the time one has to stop there.

4031. Are you aware whether the North Union Railway would be willing, if they could, to send their carriages on to London?—I understand so from many of the directors.

4032. Are you aware what the difficulty is that prevents this?—The not being able to come to terms, but I do not know what the difficulty is which prevents them.

4033. Are you aware that the North Union carriages do sometimes come on as far as Warrington?—I am not aware of that; I know that they go to Liverpool, and also to Manchester. I wish to state, that there are also inconveniences at Exton, half-way between Preston and Parkside; it is one of the stations where the mail train stops; there is no convenience there for putting a carriage upon a truck.

4034. Is that a place where there is a considerable number of passengers from the adjoining country?—Yes, it is near the town of Chorley; and that inconvenience will be felt much more when the line is continued from Preston to Lancaster.

4035. Mr. *Baring*.] You think it would be a very great convenience to the town of Preston if they had carriages which could be taken through the whole line?—Undoubtedly so, and to all the neighbourhood of Preston.

4036. Mr. *Loch*.] Have you any other observation to make?—With reference to the carriage of parcels, I should like to make an observation. It is a subject of complaint (I do not know whether it can be remedied or not), from London to Liverpool or Manchester the carriage of a common-sized parcel is 2*s*. 6*s*., and we pay 3*s*. 6*d*., although we are a very few miles further, not more than half-a-dozen miles further than either of those places.

4037. Then you do pay at Preston for the whole distance from London?—Yes.

4038. So they do for their convenience what they will not do for passengers; that is, allow you to book for the whole distance?—Yes; they put on a separate shilling from Preston to Parkside, and 2*s*. 6*d*. the rest of the way.

4039. For their own benefit they charge at Preston for the whole distance from London, but they will not allow the passenger to pay the whole distance for his conveyance?—It is so.

4040. Mr. *Baring*.] What is the distance from Preston to Parkside?—Twenty-four miles.

4041. Then you consider the charge of 1*s*. exorbitant for that short distance?—Yes, I do. When the Lancaster line is opened, if the same rule is to prevail, there will be another shilling for those who live in Lancaster to pay.

4042. What distance is that?—Twenty-one miles.

4043. When will it be opened?—Next year.

4044. Mr. *Loch*.] What sized parcel was this?—A common paper parcel.

4045. Have you known any greater sum paid?—I have paid for one parcel 4*s*., it was rather larger, but I do not know that weight decides it; and I have heard from Mr. Townley Parker of his being charged 4*s*. for a parcel of 13½ ounces in weight, 9 inches in length, and 4½ in width.

4046. Do you know what a parcel of the same size would have been charged by coach?—We paid usually 4*s*. 6*d*. from London to Preston.

4047. Mr. *Greene*.] Are they the same price, or cheaper than they were before?—We pay about 1*s*. less now.

4048. The inconvenience at present experienced at Parkside is very great, from the want of a proper and convenient station?—Yes, it certainly is.

4049. And there is generally a confusion at that place which renders it extremely difficult for persons to collect their luggage together?—Yes; and I ought to have stated that the two pieces of luggage which were lost on the first time of my coming up, to which I have referred, I ascertained were left behind at Parkside in the confusion.

4050. Has there been any representation made from any great body at Preston to the directors, of the great inconvenience that passengers are exposed to at Parkside?—I am not aware that there has; some of the directors are largely concerned in trade themselves, and I believe they are extremely anxious to improve it.

4051. Then it is not your opinion that they are unwilling to make the arrangement, but that there is a real and actual difficulty in their making arrangements with the other companies?—Yes; but whether they are in fault or not, I cannot say.

4052. Mr. *Childers*.] Do you think there is any difficulty but a pecuniary difficulty?—No, I think there is none but that.

4053. Mr. *Greene*.] Would there not be even a saving of time, provided that at Warrington, it was possible to get into a carriage which would convey you to Preston without having to stop and cast off at Parkside?—Yes, because the passengers stop at Warrington; the trains separate there for Liverpool and Manchester.

4054. Do you see any greater practical difficulty in their booking you from Preston to London, than in their booking you from Birmingham to London?—No, I do not.

4055. It would be an accommodation, not only to the town of Preston, but to all at the north of Preston?—Equally so.

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4056. Mr. *Freshfield.*] When you say you see no difficulty, you cannot book from any intermediate stage, you cannot book from Wolverhampton to London?—No.

4057. You are aware, that the inconvenience is the extreme complication of accounts to which it would lead?—I do not know.

Thomas Grainger, Esq., called in; and further Examined.

T. Grainger, Esq.

4058. *Chairman.*] HAVE you considered further the subject on which you were speaking the other day; namely, the taxation of railways?—Yes, I have. It appears to be admitted that the tax, as it affects the Scotch railways, is equal to 10 per cent. upon the gross revenue, while upon the English it is only five per cent. Now that may be correct, assuming that the number of the different classes is the same, but it so happens that the third class far exceeds that of the other two classes; I should think in the proportion of 7-10ths the third class; 2-10ths the second class; and 1-10th the first class; and I believe the same proportion holds good in other railways; for instance, the Kingston and Dublin Railway, which carries a great many third-class passengers.

4059. You are then inclined to think that a charge in proportion to the gross revenue would be a fairer mode of charging?—I am.

4060. When you say a charge in reference to the gross revenue, do you mean gross revenue derived from the carriage of goods, or from passengers?—Only from passengers.

4061. You limit it to the charge derived from passengers?—Certainly; I would not tax the goods.

4062. Mr. *Childers.*] Would not that be an unequal tax, considering that some railroads are made at a much greater expense than others?—No, I should think not; because they charge at a higher rate the passengers, if they go at a higher speed, and are more expensive lines, than upon the cheaper lines, to which I refer.

4063. But the cause of their expense may be from their going through more valuable property, or from there being greater difficulty in engineering; in such a case, is it clear that they would charge higher prices, or go at higher speeds?—Such a thing might certainly render it necessary to charge a little higher rate, but still not higher than they are paying at present; for instance, by the London and Birmingham they do not pay four per cent. upon the charge made for the conveyance of a first-class passenger.

4064. But supposing you take two railways, both going out of London, one to Birmingham and the other to Norwich, and that the one is made at three times the expense of the other, they will both travel at the same speed, and they will both charge the same fares, because they cannot charge higher fares; would not the tax in the one case be much higher than the other, if it was a tax upon the gross receipts?—Certainly, it would; but the cheap line would be able to carry the passengers much cheaper with a profit. The other point is, that it appeared to me, that the tax would be much more easily collected upon the gross receipts, inasmuch as according to the present mode of levying, it is necessary to take into account the distance travelled as well as the money paid; now in this mode, it would be necessary to take into account only the money collected, which would simplify the accounts.

4065. *Chairman.*] This second reason is, not for the advantage of the railroad, but for the more easy collection of the revenue?—Yes; it has been stated as an objection to this mode of levying the tax, that it would involve more trouble: now, from the attention I have given to it, I consider that it would be less trouble, and I have given the reason, because it would be only one account instead of two.

4066. Mr. *Greene.*] What sort of check do you mean to establish in order to ascertain the receipts?—The money derived.

4067. *Chairman.*] It would be necessary to separate the money derived from passengers, from the money derived from goods?—That is always done; but at present you must also take the distance. It has also been suggested, that there might be a separate measure for Scotland, and one for England; but from having considered the subject, I am satisfied that it would not answer; and it would not be necessary if this mode were adopted, because, upon the lines where they carried cheap, the tax will not be so much.

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4068. *Chairman.*] Do you not believe, that the change would lead to great complaints on the part of English railroads?—No, I think not; because I see the necessity, upon most of the lines, of introducing third-class passengers; in the Eastern Counties Railway, I see they have introduced the third-class train, carrying nearly as cheap as the Scotch lines, and it seemed to me that there were as many in the third-class trains as in the other two together.

4069. Mr. *Loch.*] Upon either of the two railways that you represent here, do they carry goods?—Upon the Forfar and Arbroath they carry goods; the revenue upon goods is nearly equal to the revenue upon passengers; they carry all descriptions of goods, coal, lime, timber, and all the general merchandize of the country.

4070. Are the merchants supplied by that line?—Yes.

4071. Are the company carriers?—They are; they have nearly the whole of the leading trade upon the line.

4072. Do gentlemen's carriages go upon the line?—No, they are not quite completed to Dundee; but as soon as that is done, I think it is likely that carriages will be taken.

4073. Do you know what the directors consider to be their liability as carriers; do they consider themselves liable as carriers?—I am sure I do not know.

4074. *Chairman.*] Have you any other point upon which you wish to give an explanation?—I have heard it alleged that the stage-coach duty in Scotland has fallen in the last few years; now if that be the case, I believe it is from the introduction of steam-boats from Arbroath and Dundee, and so on; that the fact has not been produced from any competition occasioned by the existing railroads in Scotland.

4075. Mr. *Loch.*] The number of passengers carried by steam-boats along the coast and in the river of Scotland is very great?—Yes; till the last three years it has not made any change but in the Forth, and I should think that the falling off in the stage-coach duty is to be ascribed solely to the steam-boats, and not to the existing railroads.

Martis, 25° die Junii, 1839.

MEMBERS PRESENT.

Mr. Childers.	The Right Hon. Lord Seymour.
Mr. Freshfield.	Lord G. Somerset.
Mr. Greene.	The Right Hon. C. P. Thomson.
Sir J. J. Guest.	Mr. Thornely.
Mr. Loch.	Sir H. Verney.
Lord Sandon.	

THE RIGHT HON. LORD SEYMOUR, IN THE CHAIR.

James Ritson, Esq., called in; and Examined.

James Ritson, Esq.

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4076. *Chairman.*] YOU are the Treasurer of the Manchester, Bolton, and Bury Canal Navigation and Railway Company?—I am.

4077. Mr. *Thornely.*] Your company has no permanent chairman?—No.

4078. You elect a chairman from day to day?—I will explain; by the Act of Parliament the committee at each meeting elect their own chairman, therefore we have no permanent chairman; it is not out of disrespect or want of proper feeling that no person in that character attends this Committee.

4079. Mr. *Loch.*] The first Act you obtained for making a railway was the 1 & 2 Will. 4, c. 60?—Yes.

4080. How long previously to that had you existed as a canal company?—Since 1792, I think the company had.

4081. Then under the authority of that Act of Parliament which passed in 1831, you had the power to purchase the canal; the proprietors of the railway were empowered to purchase the canal?—They had done so previously, by private arrangement.

4082. That Act of Parliament confirmed that arrangement?—Yes.

4083. Was it the intention of those who purchased that canal, and applied for the Railway Bill, to do away with the canal, or keep both?—They intended to convert the canal into a railway.

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4084. For that purpose they were empowered to raise a capital stock of 204,000 *l.*?—Yes.

4085. Without any power of borrowing upon loan?—They had power at that time of borrowing on loan, under the authority of 1 & 2 Will. 4, c. 60, s. 17.

4086. The next Act of Parliament you obtained was the 2 Will. 4, c. 69, which passed 1832?—Yes.

4087. Under that Act of Parliament you had power to borrow 46,000 *l.*?—To raise 46,000 *l.*

4088. Did you take any power in that Act to convert that 46,000 *l.* into shares, if it should be so thought advisable?—It was at that time contemplated to convert the whole stock into shares.

4089. In point of fact, did you borrow 46,000 *l.*?—We did not.

4090. Mr. *Thornely.*] Nor any part of it?—Nor any part of it at that time.

4091. Mr. *Loch.*] Have you since?—We have borrowed since.

4092. Not under the authority of that Act?—On the authority of subsequent Acts, and the first Act.

4093. Was there any provision in that Act enabling you to continue the canal?—There was.

4094. That portion of the first Act which provided for doing away with the canal was repealed, was it not?—It was to a certain extent.

4095. This company is empowered to continue the canal and to make a railway?—Yes.

4096. The next was the 5th of William 4, c. 30, was it not?—Yes.

4097. Under that you had the power of increasing your capital by 250,000 *l.*?—Yes.

4098. What was the amount of the shares under the original Act; were they 100 *l.* shares, or what?—They had not any nominal value; the value of the shares was rated according to the sum of money raised, taking the whole number as a divisor, and authorizing the division.

4099. Mr. *Thornely.*] Every person held an interest in the shares according to the amount of his subscription?—Yes.

4100. Mr. *Loch.*] Two hundred and fifty thousand pounds you were authorized to raise, and that was divided into shares?—Yes, the same as the former; the shares then out were 6,201.

4101. That was the number of them?—Yes.

4102. Did you divide the 250,000 *l.*?—Yes; rateably according to the number of shares.

4103. Each person who held a share under the original Act, got the same proportion of the 250,000 *l.*?—Yes, they did.

4104. Was anything done then as to the canal or railway, or was it left as it had been?—Precisely so, with this difference, that the company were authorized to borrow and take up on bond any portion of the monies authorized to be raised by that Act or any former Acts of the company as to the 250,000 *l.*

4105. That was not acted upon, was it?—It was then acted upon; since that we have raised by the 1st of Victoria, c. 25, 150,000 *l.*

4106. By a loan?—Yes, by loan, not the whole amount; we have yet to raise on it 51,000 *l.*

4107. Mr. *Thornely.*] You have power to raise it?—Yes, if required.

4108. Mr. *Loch.*] Is the Committee to understand that a portion of the 250,000 *l.* you had the power to raise as capital under the 5 Will. 4, has not been so raised, but has been borrowed upon bond?—Part was raised and part was borrowed.

4109. How much was raised, and how much was borrowed?—I can state generally, taking the capital stock of the company at 778,116 *l.*

4110. How do you make out that sum of 778,000 *l.*; I have only 650,000 *l.*?—The canal was purchased previously by agreement under a deed, and the money was raised rateably among the proprietors; they being in the possession of a canal which cost them 100,000 *l.* in round numbers, that must be added to the sum the company was authorized to raise by Act of Parliament, namely, 650,000 *l.*; it forms as the capital stock of the company 750,000 *l.*

4111. Then you paid 128,000 *l.* for the canal?—Not exactly that amount; 778,116 *l.* is the capital stock of the company; of that sum, if I understand right, 473,356 *l.* have been raised by calls, and by bonds and mortgages 253,469 *l.*; those two sums added make 726,825 *l.* Then the company are authorized yet to raise 51,291 *l.*,

51,291 *l.*, which forms a total of 778,116 *l.* That sum divided by 6,201, the number of shares in the company, forms the value of the share, which is 125 *l.* 9 *s.* 8 *d.*

4112. What is the length of your railway between Manchester and Bolton?—Ten miles.

4113. Have you one or two sets of rails?—Two lines.

4114. What is the gauge?—Four feet eight inches and a half; the common gauge.

4115. What is the weight of your rails?—Fifty-five pounds.

4116. Is it supported on stone, or wooden sleepers?—Neither; it is upon longitudinal timbers; the rail is peculiarly formed with a flat base, which gives a greater bearing, and the railway is enabled to get a lighter rail.

4117. Who is your engineer?—Mr. John Hawkshaw is now the engineer.

4118. How are the longitudinal bearers supported?—Upon the earth, upon the superstructure of the road, the ballast of the road packed up.

4119. Lord *Sandon.*] And tied together?—Yes.

4120. Mr. *Loch.*] What is the distance of the ties?—From three feet and a half to five feet.

4121. Sir *John Guest.*] What is the scantling of the longitudinal bearings?—Twelve inches by six and a half, and seven and a half; they are cut a little diagonally.

4122. Mr. *Loch.*] Have the longitudinal bearings been Kyanized?—Yes.

4123. Do they give way?—We find them do very well, as far as their practice has gone.

4124. What weight are the engines?—About ten tons.

4125. With four wheels?—Yes.

4126. Mr. *Loch.*] How long has the railway been open for passengers?—Thirteen months, nearly.

4127. Sir *J. Guest.*] What speed do you go at?—Twenty miles the hour.

4128. Mr. *Loch.*] What is the maximum rate of fares you can charge the passengers only?—By the Act of 1 & 2 Will. 4, c. 60, sec. 37, for every passenger in open waggons, for every mile, 1½ *d.*; for every passenger in covered carriages, 2½ *d.*

4129. That does not include the locomotive power?—It does not; there is an additional charge for that.

4130. Have you any limit to the charge for locomotive power?—No; it says such other reasonable sum as the company from time to time shall determine; that is, in covered carriages.

4131. How is it in open carriages; does not the same rule apply to passengers carried in open carriages?—We have nothing but covered carriages and open waggons; the addition is 1 *d.* per mile.

4132. Are you limited as to the amount you may charge for locomotive power for the conveyance of open waggons?—It does not appear so by the Act. Yes, for open waggons we cannot charge more than 1 *d.* per mile; those additional tolls are for the use of the locomotive power, I presume.

4133. Mr. *Thornely.*] But, for the covered carriages, that is in the discretion of the committee?—Yes, the committee of management.

4134. Mr. *Loch.*] Your railway opened in May 1838?—Yes.

4135. What fares do you charge for first-class passengers?—Two shillings and sixpence.

4136. Second-class?—Two shillings.

4137. At that period you had no open waggons?—No.

4138. At any future period did you put upon the road open waggons?—On the 13th of June following we put open waggons on the road, and made the charge by those open waggons 1 *s.* each, and reduced the first and second class fares of passengers who travel in covered carriages.

4139. Was it not on the 13th of June the fares remained the same?—Yes.

4140. Do you know what was the effect of carrying passengers in open waggons; had the number of passengers increased very much?—The number did increase very considerably.

4141. Did your profits increase in proportion to the number you carried?—We had not a fair trial of it previously, but by observations I have made subsequently, I find that during the summer we had a large influx of what we term the open waggon passengers, which deteriorated the first and second class covered

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carriages; for if the weather was fine almost every one preferred travelling at the rate of 1*s.* in open rather than in close carriages, the distance being so short.

4142. In the course of the summer, on the 12th of July, you altered your fares, did you not, by reducing the first-class passenger fares to 2*s.*, the second-class to 1*s.* 6*d.*, the passengers in open waggons remaining the same?—Yes.

4143. What was the reason of making that reduction in the first and second class passengers; was it in order to prevent the travelling going entirely by waggons?—It was with the view of competing with coaches at that time running on the road, and it was thought also by the committee that the rate of the covered carriages of 2*s.* 6*d.* was too high, the coaches travelling at the same rate. Then it was intended, or it was the object of the committee at that time, to reduce to 2*s.* the 2*s.* 6*d.* fare, and the 2*s.* to 1*s.* 6*d.*, keeping the open waggons the same; it had the effect of increasing the numbers, but we received as much, or nearly so, as before.

4144. The first object was to get possession of that trade which still remained with the coaches?—To get it out of the turnpike roads; to transfer it.

4145. Did you succeed in that object?—Yes.

4146. I perceive on the 1st of December, and afterwards, you raised your first-class passengers to 2*s.* 6*d.* again, your second-class to 1*s.* 6*d.*, so doing away entirely the open waggons of 1*s.*?—Yes.

4147. That was after you had got the coaches off the road?—Yes.

4148. What has the effect been since; have the coaches resumed their plying?—They have not.

4149. Then having deprived the public of the advantage of the coaches by lowering your rates, you have raised your rates again, and taken away that which was an accommodation to the third-class passengers?—The open waggons during the winter months were found to be very bleak, and there was a considerable falling off of passenger traffic, which was the cause of putting on a covered carriage for the accommodation of what we termed open-waggon passengers, protecting them from the inclemency of the weather, and raising the fare for outside passengers to 1*s.* 6*d.*, raising also the first-class inside passengers to 2*s.* 6*d.* from 2*s.*, that being the coach fare on the turnpike road.

4150. What effect had that on the number of passengers?—I cannot precisely say what has been the effect at present, for the weather was very bleak, and a considerable falling off had taken place previously to those alterations, even at the reduced rate of fare; but as far as the company were concerned in the accommodation for the public, they were protected from the weather; we received as much revenue, and consequently we reduced our expenses.

4151. Did you receive a larger revenue by carrying a smaller number of passengers?—I think we did, inasmuch as we saved the duty on the reduced number.

4152. Sir *J. Guest.*] Did you increase your speed?—No, we did not.

4153. Mr. *Loch.*] Does the present mode of levying the tax on passengers bear harder on the lower fares than on the higher?—Our proportion of outside to inside passengers, that is, the lower description, is as four to one; we have four outsides for one in, therefore I think it does not bear hard on them.

4154. You pay the eighth of a penny per mile on each?—Yes.

4155. Whatever fare they pay the company?—Yes.

4156. That must, therefore, bear a larger proportion to the low fares than the high fares?—Yes, certainly.

4157. Did that, in your opinion, weigh with the company in doing away with the low fares, inasmuch as they paid a larger proportion?—They did not; they sought to give ample accommodation to the public by putting on covered carriages; in fact the company incurred a considerable loss by throwing off the second-class carriages and substituting covered carriages for the comfort and accommodation of the lower class of passengers. We have a dead stock of those carriages now lying by us.

4158. It was not a consideration with the company the amount of the tax?—No.

4159. Lord *Sandon.*] But they would look at the whole expense in considering whether it was desirable to have a greater number of people at a low rate; considering the expense of the duty was one of the elements of their consideration, was it not?—I cannot say how that would operate; it is a matter of opinion.

4160. You

4160. You make a small profit upon a small fare?—Proportionately, I think we do.

4161. The expense of carrying the poor man is as great as that of carrying the other, except in so far as the different kind of carriage is concerned?—Yes.

4162. One of the elements of the expense of a carriage is the duty; if the duty were lower upon a certain class of carriage, your loss would be less, or one of your items of expense would be less, in conveying the man at a small expense?—I do not think that would affect the rate of fare, the duty being one-eighth of a penny; it is so trifling we can hardly proportion it in the 10 miles.

4163. Lord *G. Somerset.*] Have you paid the whole duty, or have you compounded with Government?—We have paid the whole.

4164. Did you make application to compound?—No.

4165. No proposition of that kind has emanated from you?—No.

4166. Lord *Sandon.*] It would be 1¼*d.* per 10 miles?—Yes.

4167. That is so trifling it does not affect you one way or the other?—No. The distance is so short, it would be difficult to fix on a fare that would compensate.

4168. Mr. *Freshfield.*] In fixing the fare, do you consider what the poor man is likely to pay, so as to satisfy the demands of the public, or do you take into consideration all the details?—We considered the accommodation of the public, and what the poor man could afford to pay, without reference to the duty, it forming so small a part.

4169. Sir *J. Guest.*] What is the cost of the best carriages, and of the others?—A first-class carriage costs 480 *l.*, with four wheels; it includes the whole fabric of the carriage, from the bottom of the wheel to the roof of the carriage.

4170. Mr. *Thornely.*] How many passengers would that first-class carriage carry?—Eighteen.

4171. Sir *J. Guest.*] How much would an inferior one cost?—£. 100.

4172. How many will that carry?—Thirty-two.

4173. Mr. *Loch.*] And the waggons?—The waggon will cost about 60 *l.*, and would carry 36.

4174. Lord *G. Somerset.*] Looking at locomotive power, is the expense of locomotive power the same as regards all those carriages, or does it vary according to the number of passengers they carry, or according to weight?—Locomotive power is according to the weight; we have never brought it into calculation as to passengers.

4175. The first-class carriages, without passengers, are heavier than third-class carriages?—Taking the cost of the carriage into the account, the first class would pay a greater rate.

4176. Is the positive weight of the first-class carriage greater or less than the open carriage?—It is greater.

4177. Then, supposing you do not allow anything for the variation of the weight of the passengers in the two, the locomotive power must be proportionately greater?—Yes.

4178. There is an additional expense?—Yes.

4179. Have you calculated it?—No.

4180. Sir *J. Guest.*] What is the comparative cost of keeping those different carriages in repair?—We have not been sufficiently long in practice to know; we have been fortunate, with the exception of one instance.

4181. Sir *H. Verney.*] What is the comparative cost and advantage of conveying a ton of passengers and a ton of goods?—The same, as regards the locomotive power; I do not know how that can be answered otherwise than by going into the cost of the carriage; the weight would be precisely the same.

4182. A ton of passengers and a ton of goods is the same weight, namely, a ton; but I ask you the cost and the profit; what does a ton of passengers of the first class bring you in?—I have never calculated it in that way.

4183. Take 20 passengers to a ton?—That would be 50*s.*, at the rate of 2*s.* 6*d.* for the 10 miles.

4184. What is the cost of carrying a ton of goods; what do you receive for carrying a ton of goods?—It is according to the quality of the goods; for the description of the goods we are carrying we get 3*s.* 6*d.* a ton, from end to end.

4185. *Chairman.*] What is that description of goods?—Bleachers' goods, cloths, in the grey and packs.

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4186. Mr. *Thornely*.] You take the goods in the grey to be bleached, and bring them back when they have undergone the process?—Yes.

4187. Sir *H. Verney*.] How much do you get for passengers of the first class?—Supposing 20 passengers would weigh one ton, 50*s*.

4188. For 20 passengers in a second-class train?—30*s*.

4189. What is the expense of the carriage which conveys the first-class passengers?—£480.

4190. Which conveys a ton?—A ton being 20, and they carry 18, it will be about equal to one-tenth, I presume, as 18 is to 20.

4191. What is the weight of the first-class carriage?—About three tons, 17 cwt.

4192. About a ton more?—25 cwt.

4193. What is the expense of the carriage to convey the second-class passengers?—£100.

4194. What is the expense of the truck to convey the goods?—About 50*l*.

4195. Putting all those items together, can you state exactly (I think you can) what is the expense of conveying a ton of passengers and a ton of goods?

[*The Witness calculates.*]

4196. Mr. *Freshfield*.] What number of carriages would it require to convey a ton of goods?—One carriage would convey three tons.

4197. And you get 3*s*. 6*d*. for it?—Yes.

4198. You get 50*s*. for the first-class?—Yes, first-class passengers.

4199. And the carriage costs £480?—Yes.

4200. Could you send in to the Committee an estimate of those two values?—Yes.

4201. Mr. *Thornely*.] Have you ever made the calculation?—I have never made such a calculation.

4202. Mr. *Freshfield*.] In one case you would have the wear and tear of a third of the carriage, in the other case the wear and tear of about three carriages?—If it be a ton of goods with the waggon we must work with it, therefore there will be the wear and tear of it.

4203. Mr. *Loch*.] Do you contract for your locomotive power or iron?—The company find it themselves.

4204. Sir *J. Guest*.] What was your estimate for the road?—The original estimate of the road was 300,000*l*.

4205. What has it actually cost?—£. 600,000 and upwards.

4206. Can you tell the Committee in what the estimate was exceeded?—It exceeded in the cost of land very considerably; the land was originally estimated at between 40,000*l*. and 50,000*l*., and, I think I speak correctly, it has cost upwards of 100,000*l*.

4207. What was the cause of that?—The variety of interests which the line intersected, and valuable interests connected with parks, mill-grounds, collieries, and other valuable property.

4208. Was any sum paid in the progress of the Bill in Parliament for buying off opposition to the line?—None.

4209. Mr. *Thornely*.] Did you go before a jury frequently, or did you do it by negociation?—We tried the juries, and we tried private negociation, and we made such arrangements under the circumstances as we thought would best promote the interest of the company.

4210. In cases which went before a jury, was the assessment of the jury greater or less than your offer in general?—It was greater in both cases; we had only two jury cases; in both cases they were greater.

4211. Considerably?—Considerably.

4212. Sir *J. Guest*.] In what part of the works was the excess between the estimate and the expense?—I spoke of the land having exceeded in consequence of the valuable properties we had to pass through, and the difficulty of steering clear of mills and dams. The earth work was considered an erroneous estimate, as there was the difficulty of getting the precise nature of the borings, the sloping of the banks, and the cuttings were varied, and consequently it increased the expense incurred.

4213. Was there much increase of the expense in the bridges and tunnels?—There is only one tunnel, which was intended for an open cutting; that was one source of the very large increase of the excess of the cost over the estimate.

4214. Mr. *Thornely*.] What is the length of the tunnel?—300 yards.

4215. Sir

4215. Sir *J. Guest.*] Were many shares forfeited?—Not one.

4216. Are the calls all paid up?—The calls are all paid up.

4217. Mr. *Thornely.*] Then your railway is not connected with any other railway, or is it intended so to do?—At present it is not connected with any other, but it will (as showed in the small diagram I exhibited to the Committee just now), with the Bolton and Preston line.

4218. Are you on the same level with that?—Yes, we are.

4219. Lord *Sandon.*] And the North Grand Junction?—No.

4220. But you will be?—When the Liverpool and Manchester form their junction with the Manchester and Leeds they will come through the Manchester, Bolton and Bury; we shall be an integral part of the great main line of communication between the eastern and western coast.

4221. Mr. *Thornely.*] When is it likely your railway will be connected with the Bolton and Preston?—As soon as it is finished.

4222. Mr. *Loch.*] When will that be?—Some time in 1841 or the end of 1840.

4223. Mr. *Thornely.*] When that connection is made, passengers going from Manchester to Preston may do so without going to Parkside?—Certainly.

4224. Will your railway be connected with any other than those you have mentioned?—It is intended to be connected with the Liverpool and Manchester Extension line, for which a Bill recently passed the House of Commons.

4225. Sir *J. Guest.*] Were the engines and carriages included in the original estimate?—I cannot answer that.

4226. Sir *H. Verney.*] Were the station-houses included?—Yes.

4227. Sir *J. Guest.*] Do you know what it cost for engines and carriages in a round sum?—Our engines have cost us 12,000*l.*

4228. Lord *G. Somerset.*] I think by the return you have handed in it will appear, that upon your change of fare, by raising your fares in fact on the 1st of December, that you raised more money carrying much fewer passengers, than you had done previously?—Yes, it appears so.

4229. That is to say, the number of passengers was less by 7,484 than had been carried the previous six weeks, and there was an increase in point of money received, of actual remuneration, of about 1,046 *l.* 16 *s.*?—Not so much as that.

4230. Have the goodness to take the two sums, and say how much it is?—£. 46.

4231. You still continue those high rates of charges?—Those fares are still continued.

4232. Have you any intention of reducing them?—I do not know that it would be to any one's advantage if the company were so to do.

4233. Is it not in fact a much greater remuneration for you, though there is only 46 *l.* difference in the two items, rather to carry 23,000 than 31,000 passengers?—The Committee will be aware there is less weight carried by the locomotive, and there is a saving of the duty upon that account.

4234. Is there not also a saving in the expense of carriages far exceeding what you say should be the relative value?—Not exceeding that, for we are obliged to run a certain number of carriages for the accommodation of the public, whether full or not full; we frequently run carriages with only four passengers in them.

4235. Do you not calculate the number of passengers on some principle of average; you do not calculate that you shall always carry, we will say the excess number you did carry on a given occasion; are you always prepared for that?—No; for instance, on market days, which are three days in the week, between Bolton and Manchester, we run in the early part of the day six or eight carriages, according to the demand; the ordinary trains on the other days of the week, and in the middle of the market days, are only four; but two probably of the second class, and one of the first would be sufficient, but we run two second and two first-class carriages.

4236. You found, subsequently to the 1st of December, the number of your passengers considerably diminished; do you provide now for the transit of as many passengers as you did previously to the 1st of last December?—Yes; we run the same number of carriages.

4237. Though your average numbers are 23,951, instead of the other?—Yes.

4238. You have done away with waggons?—Yes.

4239. Then you do not, in point of fact, carry the same number?—There is the same accommodation for traffic.

4240. Can you carry the same number of persons as when your averages were so much higher than they are now?—In lieu of the open waggons which were put

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on, we have placed covered carriages, which give equal accommodation to the public.

4241. In the end of October last you carried, in one week, 6,645 passengers?—Yes.

4242. In the course of December, or the beginning of January, you never exceeded 5,057; do you still provide accommodation for 6,645?—For the larger number.

4243. Can you tell what was the number you could have carried that particular week when the large number did actually go?—No, I cannot.

4244. Could you have carried more at that time?—It is very possible we might.

4245. Is the Committee to understand, that though you carry so much fewer, you give the same amount of space?—Yes; the same amount of space for the accommodation of the public.

4246. Have you any bye-laws?—None as applicable to the railway.

4247. Have you not the power of making any?—We have; but we find the power of the present Act of Parliament quite sufficient for our purposes.

4248. Was any order sent to you from the Secretary of State's office in the spring, to send up a copy of your bye-laws and regulations?—I think there was.

4249. Did you send an answer?—I did; I replied, I recollect.

4250. What was the date of it?—I recollect sending a form similar to this. I think, 28th March.

(*The Witness produced, and delivered in the following paper:*—)

TRAVELLING by the MANCHESTER, BOLTON, and BURY RAILWAY, 1838.

On and after the 1st of December next, the following, until further notice, will be the times of departure:

From *Manchester* to *Bolton*.—Station, *New Bailey-street, Salford.*

First train, seven A.M., not stopping on the road.
Second train, eight A.M., stopping at Pendleton-bridge station, Dixon-fold station, Stone-clough station, and Moses-gate station.
Third train, nine A.M., not stopping on the road.
Fourth train, ten A.M., stopping at the stations.
Fifth train, eleven A.M., not stopping on the road.
Sixth train, half-past one, stopping at the stations.
Seventh train, four P.M., not stopping on the road.
Eighth train, five P.M., stopping at the stations.
Ninth train, six P.M., not stopping on the road.
Tenth train, seven P.M., stopping at the stations.

On Sundays.

First train, eight A.M., stopping at the stations.
Second train, six P.M., stopping at the stations.

From *Bolton* to *Manchester*.—Station, *Bridgeman-street, Bolton.*

First train, seven A.M., not stopping on the road.
Second train, eight A.M., stopping at Moses-gate station, Stone-clough station, Dixon-fold station, and Pendleton-bridge station.
Third train, nine A.M., not stopping on the road.
Fourth train, ten A.M., stopping at the stations.
Fifth train, eleven A.M., not stopping on the road.
Sixth train, half-past one, stopping at the stations.
Seventh train, four, not stopping on the road.
Eighth train, five P.M., stopping at the stations.
Ninth train, six P.M., not stopping on the road.
Tenth train, seven P.M., stopping at the stations.

On Sundays.

First train, nine A.M., stopping at the stations.
Second train, seven P.M., stopping at the stations.

Fares from *Manchester* to *Bolton*, and from *Bolton* to *Manchester*.

	s.	*d.*
First class coaches - - - - - - - - - -	2	6
Second class ditto - - - - - - - - - -	1	6

Children under seven years of age half price.

REGULATIONS.

The doors of the booking-office will be closed precisely at the time appointed for starting, after which no passenger can be admitted.

Booking.—

Booking.—There will be no booking-place, except at the Company's offices at the respective stations in Manchester and Bolton.

Luggage.—Each passenger's luggage will be placed on the roof of the coach in which he has taken his place; carpet bags and small luggage may be placed under the seat. No charge for luggage belonging the passenger under 70 lbs. weight; above that, a charge will be made of one half-penny per lb. for the whole distance. The attention of travellers is requested to the legal notice exhibited at the stations respecting the limitation of the Company's liabilities to the loss or damage of luggage.

Conductors, Guards and Porters.—Every train is provided with a guard and a conductor, who is responsible for the order and regularity of the journey. The Company's porters will load and unload the luggage, and put it into or upon any omnibus or other carriage at the stations. No fees or gratuities allowed to conductors, guards, porters or other persons in the service of the Company. No smoking allowed in the carriages or stations. No person will be allowed to sell liquors or eatables of any kind upon the line.

Parcels.—The charge for parcels will be regulated by weight and size. Dogs 6*d.* each.

Travelling to the North.

Passengers may be booked at the Company's station in Manchester for all parts of the North.

Railway Office, Bolton-street, Salford.
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4251. *Chairman.*] You sent a printed form like this?—Yes, I think I did.

4252. Did you send any other answer?—No, nothing but merely communicating that those were the only regulations we had in reference to the railway.

4253. And that you had no bye-laws?—No.

4254. Lord *G. Somerset.*] You have the same power other railway companies have of making bye-laws?—We have the power to make bye-laws; we find sufficient protection under the present Act; it is unnecessary to make bye-laws when they are not required.

4255. What liabilities do you consider yourselves subject to; as carriers?—As carriers of goods.

4256. Or of passengers, or anything else, luggage for instance?—We consider that we are liable for the safe delivery of luggage.

4257. Do you separate the passengers and their luggage?—No, we have very little luggage with our passengers.

4258. Lord *Sandon.*] The goods are all carried by canal?—We carry goods by the railway.

4259. Mr. *Loch.*] But also by canal?—Yes, but not as carriers.

4260. Lord *G. Somerset.*] What are your regulations as to carrying goods; are you always able to carry as much goods as are brought to you, or are you obliged to put them off?—I wish we had as many goods as we could carry.

4261. Sir *J. Guest.*] Do you carry them as they come?—We are glad to carry them.

4262. You carry them yourself?—Yes, the company carry them.

4263. You deliver them at the end of the road?—Yes, we take them, ship them, and tranship them; within half an hour from leaving the station at Salford they are landed at their destination at Bolton.

4264. Do they go on to join another road?—No, they do not join another road.

4265. You receive them at your warehouse, and deliver them at the other end?—Yes, to any person who choses to send; the company are common carriers.

4266. Do you find any difficulty in doing that?—None whatever.

4267. Suppose it increased to a much larger extent?—I should be glad to see it increased to 300 tons per day.

4268. You would find no difficulty in carrying the whole of it on your road yourselves?—No.

4269. Mr. *Thornely.*] You do not find it necessary to transfer the carrying of your goods to any carrier, as has been done on some other railroads?—No.

4270. Sir *J. Guest.*] When you join that road you said was in contemplation, how do you propose to manage with the goods going on another line?—That will be matter of arrangement between the Bolton and Preston and our company.

4271. You intend to send them forward as at present?—We shall give them that accommodation and dispatch we think all carriers ought to do for goods; we shall make such arrangements as shall not delay the goods.

4272. You will take on yourselves the transhipment of those goods, if I may so term it?—I think it would be desirable that we should, to secure the safe transit of the goods and their dispatch.

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4273. Mr. *Thornely*.] Is there a considerable traffic still on the canal?—There is a very considerable one.

4274. Has that materially diminished from the establishment of your railway?—Strange to say, it is increasing.

4275. Above what it was before your railway opened?—It is now on the increase.

4276. Sir *J. Guest*.] To what do you attribute that?—To the demand for stone and coal, which form the principal traffic; it is a peculiar traffic of itself.

4277. It has nothing to do with the railway?—No; the river Irwell passes between the railway and the canal; the railway is on one bank and the canal is on the other.

4278. Lord *Sandon*.] Do you conceive the increase to be caused by the railroad; to be stimulated by the railroad?—No, I do not; it is from the increased demand for the articles of stone and coal, principally in the neighbourhood of Manchester.

4279. Lord *G. Somerset*.] The increased demand at Manchester; are there any fresh quarries or pits recently opened on the line of the canal?—Where they can get a communication to the canal they open pits; and they will also open pits when they get a communication by the railway, so that Manchester will be likely to be benefited.

4280. Lord *Sandon*.] You do not think the railroad has had any share in stimulating the business of the canal?—No; on the contrary, the general opinion is that the railroad must deteriorate considerably the traffic on the canal; it is not the fact.

4281. Lord *G. Somerset*.] Suppose the railroad did not exist, would there be more goods carried on the canal than now are?—No, I think not.

4282. You said that pits were opening on the western side of the railway, forming a connexion with the railroad; do you carry the coal or stone from them?—We intend to do so.

4283. Would not that coal, or that stone, have been carried by the river, or by the canal?—It could not be carried by the river, nor by the canal, for no communication could be made between the one and the other; it is a peculiar country.

4284. Do you carry goods on both; you have the option, being the proprietors of both, and carriers on both, of sending goods that are great and bulky by either the one or the other?—I beg leave to put the Honourable Member right as to the canal; the company are not carriers on the canal, they are merely the proprietors, and take toll.

4285. They have no concern in the carrying trade?—No.

4286. Except so far as the rights of toll are concerned?—Yes, that is all.

4287. Supposing I send you a cargo of goods, and say I do not care which they go by, canal or railroad, you would carry them, as a matter of couse, by the railroad, and not send them by the canal?—Being carriers by the railroad, we should conceive it our duty, you sending them to the company, to take charge of them, and to forward them to their destination.

4288. You have greater interest to go by the railway?—We could not take them by the canal, the company having no boats.

4289. Your object would be to send them by the railroad?—Being a railroad company, unquestionably.

4290. Your real interest, whether as a railroad company or canal proprietors, is rather to carry the goods which may be sent to you by the railway than to transfer them to the canal?—Of course.

4291. Sir *J. Guest*.] What do you charge a ton per mile by the canal?—It varies according to the description of the goods; on coals it is a mileage, 1½*d*. per ton per mile for the tonnage only, but there is an additional fare passing a lock, which is 2*d*. per ton per mile.

4292. Is it 2*d*. per ton per mile altogether?—Yes, 2 *d*. per ton per mile.

4293. That is what you receive?—Yes, if you take the toll on both you arrive at it.

4294. Now take the 10 miles of your railway, what do you charge?—The same rate applies to the railway with reference to the toll.

4295. How much a ton do you charge on the railway for tonnage and carriage?—2½*d*.

4296. How much for the tonnage?—Three-halfpence for the lines, one halfpenny for the waggons, and a halfpenny per ton for the power, that is 2 ½*d*.

4297. On one you have no locomotive power or carriages to find?—I would put

put it in this shape; taking the canal per ton per mile, the toll for the canal is 1½ *d.* per ton, not passing the locks; the toll per ton on the railway is the same.

4298. What is the cost of carriage by a boat?—I am not prepared to answer, having no boats nor any practice in it.

4299. Lord *Sandon.*] If you sent a ton of coals, would you rather send it by water or land, by railway or canal; which way is cheapest?—If the coals were carried by canal it would be 2 *d.*, that is, 1 *s.* 8 *d.* for the 10 miles; that includes the lockage.

4300. That costs nothing but the use of the canal and the locks?—Nothing else.

4301. What would they pay on the other way, excluding the locomotive carriage?—For the 10 miles 1½ *d* per ton per mile would be 1 *s.* 3 *d.*

4302. You would gain more, if I understand you rightly; there would be greater profit to the company carrying by canal than on the railway?—Certainly, no doubt.

4303. Lord *G. Somerset.*] What do the public pay, the whole charge for carrying coal from one end of the canal to the other; state to the Committee what the public would pay for that carriage?—I do not know; it is a peculiar traffic; each collier has his own boats, and works them in the most economical way.

4304. Lord *Sandon.*] The collier is the owner of the boats?—Yes; there is no distinct class of carriers.

4305. Lord *G. Somerset.*] In addition to this 2 *d.* paid to you for lockage and mileage, there is a charge to be made for the boats and other expenses, is there not?—There is a charge for the boat, and for the haulage; for the horse, and the boy who attends, and the wear and tear.

4306. Sir *J. Guest.*] Are you aware, on other canals, the charge is 1 *d.* per ton per mile for boatage and haulage?—It varies, I think, on some canals; on the Leeds and Liverpool I think it is 1 *d.* per ton per mile.

4307. That pays the boat and the haulage?—Yes; that is, by persons who contract; they are carriers who do that description of work; but the Leeds and Liverpool merely take toll.

4308. Mr. *Thornely.*] Do you carry coal on the railway to any extent?—We have not carried any yet.

4309. Have you any prospect of doing so?—We are looking forward to it.

4310. Are coal mines opening with a view to avail themselves of your railway?—Several are in progress.

4311. To which branch railways will be made from the pits?—We are now about completing a branch to a large coal-field, which has never been touched.

4312. Will not the carriage of coals interfere with the carriage of passengers?—No.

4313. Do you propose carrying at the same rate of speed?—No, certainly not.

4314. What difference do you propose to make?—We should carry coals at a speed not exceeding six or seven miles an hour; that is not yet determined.

4315. And so to arrange the trains as to give them an opportunity of going?—Yes; so that the passenger-train may have free scope from one end of the line to the other.

4316. Do you apprehend any accident from the difference of speed by the difference of the trains, supposing one is detained, for instance?—That can easily be arranged by the distance of the line being only 10 miles; the average distance of the coal will be about six.

4317. Suppose the coal-train should be delayed by some accident, should you not be afraid of the other, coming 20 miles an hour afterwards?—That is a casualty which we must provide for by having a good look-out kept.

4318. If the branch-railway is to be connected with your principal railway, will you not have to provide crossings from the other railway to your own, in many instances?—Yes.

4319. How do you intend to provide against any accident occurring on the crossing of that line of railway, in case other carriages should come up in a different direction?—The shunts are so arranged now, that they can pass with safety, inasmuch as a policeman will be stationed at each of those points of junction to protect and keep the lines clear; and no crossings will be allowed to be made by coal-waggons coming on the line, other than at stated periods, and those periods will be hereafter fixed, I have no doubt, so that the passenger-train shall be at a distance when they are performing that movement.

James Ritson, Esq.

25 June 1839.

4320. It has been stated in the public prints that a serious accident has lately occurred on your railway; will you be pleased to state the nature of the accident, and afterwards you can give any explanation about it you think proper?—Last Monday fortnight was the day on which the accident occurred to which the Honourable Member has alluded; it appeared to have been caused by one of the points connected with a siding at the north end of the tunnel. The point had been secured; the connection of the two had been secured, and locked with a padlock, to prevent any one moving it.

4321. By the siding, you mean a side line for side carriages?—Yes; for anything that was in the way to go on; to remove any obstacle, so as to keep the main line clear.

4322. To take an engine or carriage off the railway?—Yes; a dirt-waggon, or anything else in the way. It was locked; the policeman had been his round, and he was on the line at the time the accident happened; he had passed that particular spot at seven o'clock in the morning, and at eight o'clock in the morning he had examined it. The accident occurred at nine, and he cannot account for it; and I think there is no blame attached to him.

4323. *Chairman.*] How did it arise?—From the point or switch being placed, by some means, across the top of the rail; it works upon a pivot, and in the centre there is a hole drilled, and a bolt put down to secure it from working loose; in that shape (*describing*), the head of the bolt appeared to have been knocked off; consequently, the switch became loose, and worked on its pivot and centre; the tongue of the switch was raised, and found lying across the rail; the action of the wheels passing over the tongue, made a very deep indent. I was on the rails shortly after the accident; it must have been placed there by design, or by some unaccountable accident.

4324. What was the effect of this?—Very serious, inasmuch as the engine passed over it, the two next carriages passed over it; by the engine running off the line the impetus given to the carriages in the rear upset the engine and tender and the two next carriages.

4325. Mr. *Thornely.*] Was it a passenger train?—It was. The carriages were driven off in that position; fortunately, none of the passengers were injured; the fireman was killed by the tender capsizing, and he was found underneath it; the driver was thrown from his engine, and was found with his thigh broken.

4326. That was the extent of the personal injury?—Yes, with the exception of one passenger who dislocated his thumb. The company have offered a reward in consequence of the coroner having expressed an opinion that he fancied, after a close examination of the case, that it had been done intentionally, for the bolt which secured the tongue must have been struck off by some violent blow; the head of the bolt appeared when broken off not perfect; it was held together only by a small portion of metal in the centre of the bolt.

4327. Mr. *Thornely.*] At what time in the morning did it occur?—Nine o'clock.

4328. And your policeman had visited the spot to see that the switches were right?—He had been at seven and eight o'clock, and he was on his way up to inspect it when the train came.

4329. Sir *J. Guest.*] Might not some part of the machinery have struck this tongue?—I entertained that opinion at first, that it was possible the run of the engine-wheel might have inserted itself between the tongue and the rail, and forced it out; but the engineers are of a different opinion.

4330. What is the loss to the company by that accident, including the engine and carriages?—I cannot say; it will be upwards of 500*l.*

4331. Were any of the carriages destroyed?—Two first-class carriages were very slightly injured.

4332. Will 1,000*l.* pay the company for the loss?—It is estimated between 500*l.* and 700*l.*; 700*l.* may be the extent of the damage.

4333. Mr. *Loch.*] Your company have adopted a different rule from other railways as to the sides the carriages travel, have they not?—Yes.

4334. That is to say, the carriages going from Manchester to Bolton, which hand do they take, right or left?—The wrong way; in going from Manchester to Bolton they take the right hand.

4335. Whereas, if they had adopted the other rule, they would have taken the left?—Yes.

4336. State the reason for having adopted that different practice?—Perhaps I had better state, with reference to that, that if this accident which has occurred at this

this tunnel in coming down the inclines, had been upon the other line, which should be the regular down line according to the usual mode of travelling, the engine probably, at any other place than this tunnel, might have gone over the declivity; and for that reason the inside line was made the down line, and the outside the up line, the velocity of going up being in some degree retarded by the ascent.

4337. Then, after you have formed the junction with the Liverpool and Manchester, and the Manchester and Leeds, you have adverted to, and have made the junction with the Bolton and Preston, how do you mean to manage that?—That is under consideration; I think we shall be compelled to fall into the regular routine of travelling, similar to the Liverpool and Manchester.

4338. No accident has taken place on your line, you having changed the rule?—None whatever. The company, in consequence of the coroner having expressed his opinion, have offered a reward of 100 *l.* for the apprehension and conviction of any person who may be discovered to have caused this accident; it may deter others, though it may not have any effect in this instance.

4339. Have you a stationary engine on your line?—No.

4340. What is the greatest gradient or rise?—One in 160 for about a quarter of a mile.

4341. *Chairman.*] Is that the only accident that has occurred on your line?—That is the only one.

4342. Mr. *Thornely.*] Has any passenger lost his life on your line?—None.

4343. Lord *Sandon.*] Do you expect to make considerable profit by the carriage of coals on your railway?—I do not know what may be called considerable profit; we shall have hard work to make our profit.

4344. What profit per ton do you expect to make by the carriage of that?—We must by practice first arrive at the expense of doing it; we have not materials sufficient yet to form an accurate idea.

4345. Mr. *Loch.*] Has it entered into the consideration of the directors, whether locomotive engines shall run from Manchester to Preston on the opening of the railways, or whether they shall be changed when you get to the union?—It has not yet been decided.

4346. Have you formed any opinion as to the advantage of the locomotive engines of another company travelling over the line?—My opinion as to that (I have thought of it) is, that I think it would be conducive to the interests of both those companies that the Manchester, Bolton and Bury Railway, having their engines new, and experienced drivers, should run the whole of the traffic through the Bolton and Preston lines, both passengers and goods.

4347. Then do you propose the same system shall be adopted, and that you shall run your engines all the way to Preston after you join the North Union; do you include that?—I think it would be desirable. However, that is matter for consideration; it has not yet been mooted; I have thought of these things, looking a-head.

4348. Have you considered how it is to be worked with the Liverpool and Manchester junctions; will they run their engines over your line?—They will, and I should be very glad to see them; they have had a great deal of experience in those matters, and they will run them with great care and caution.

4349. Will their engines be under your direction, or their own?—They will be under the control of their own engine-driver, but subject to regulations to be agreed to by both companies, I presume.

4350. You see no difficulty in the companies arriving at such arrangements, so that the safety of the public will be insured by their using their line?—None whatever.

4351. In the same way you think an arrangement might be entered into between you and the Bolton and Preston, and then between you and the North Union, so that your engines may run the whole way to Preston without risk to the public?—I do; if it is favourably received by the North Union Company, I think it is desirable not to change the engine at all, for accidents may arise by changing the engine, particularly when one engine is drawing the goods of another company.

4352. Is it your opinion or not, that when one company uses another line to a considerable extent, the authority over the locomotive power should be vested in the company to whom the line belongs?—I do think it is very desirable.

4353. You have not yet made arrangements with any of the companies you are ultimately to join, as to the mode of conveying passengers from one line to another?—No, not as to the mode.

James Ritson, Esq.

25 June 1839.

4354. Sir *J. Guest.*] Have you made any dividends?—Yes.

2355. How much per cent.?—From the commencement of our undertaking, we have paid from 15 *s.* to 25 *s.* per share from the profits of our canal.

4356. Have you made any on the railroad?—For the last half year, (principally arising from the profits of the canal, and partly from the profits of six months' traffic), 30*s.* a share of 78 *l.* value.

4357. Lord *Sandon.*] That is, from the railway and canal combined?—Yes.

4358. How much on the canal?—The larger portion was from the canal.

Veneris, 28° *die Junii*, 1839.

MEMBERS PRESENT.

Mr. H. Baring.	Mr. Loch.
Mr. Childers.	Lord Seymour.
Mr. Freshfield.	Mr. Thornely.
Sir J. Guest.	

THE RIGHT HON. LORD SEYMOUR, IN THE CHAIR.

J. Pease, Esq., M.P. and Mr. *S. Barnard.*

28 June 1839.

Joseph Pease, Esq. M.P., and Mr. *Samuel Barnard*, (the latter called in); Examined.

4359. Mr. *Loch* (to Mr. *Pease*).—YOU are a Director of the Stockton and Darlington Railway?—Yes.

4360. Have you been so from the beginning?—From the commencement of the undertaking.

4361. You are incorporated by the 9 Geo. 4, c. 60?—The 2 Geo. 4, c. 44.

4362. What was the amount of capital you were enabled to raise?—By the first Act, the Company were authorized to raise the sum of 82,000 *l.* in shares, and 20,000 *l.* by way of loan.

4363. What was the amount of the shares?—£. 100 each.

4364. Have the whole of the shares been paid up?—The whole of the shares have been paid up.

4365. What was the next?—The 4 Geo. 4, reducing the capital from 82,000 *l.* to 74,300 *l.*, allowing the Company to borrow the like amount of 20,000 *l.* as in the preceding Act.

4366. What was the reason you wished to reduce the amount of your capital?—A survey was made in the first instance, which on re-examination was altered, and at the suggestion of the engineer employed in the second instance, was materially varied; the second was the less expensive line, and the capital was reduced in proportion.

4367. Did your shares continue at 100 *l.*, or did you reduce the nominal amount of the shares at the same time?—The number of shares taken at the time the first Act was obtained was short of 700, in a capital of 70,000 *l.*; there was, therefore, no difficulty in arranging the share list.

4368. You borrowed that 20,000 *l.*?—We did.

4369. Have you any Act subsequent to the 4 Geo. 4?—By the third Act, which is the 5 Geo. 4, the Company were authorized to borrow a further sum of 50,000 *l.*

4370. The amount of your subscribed capital remaining the same?—Yes.

4371. Have you borrowed?—We have.

4372. Have you any subsequent Act?—The fourth Act, the 9 Geo. 4, authorized the Company to borrow a further sum of 100,000 *l.*; all those were with permission to borrow the sums (except the last), on promissory notes, bonds, mortgages, or the creation of new shares.

4373. Which method did you follow of those several modes you have enumerated?—In the first instance, the 20,000 *l.* was almost immediately created on shares, and 100,000 *l.* of the remainder is in process of being created into shares, that is to say, has been created, but the whole sum is not yet received.

4374. It is now in the course of being called up?—Yes.

4375. According to the analysis we have, under the 9 Geo. 4, you have power to create an additional capital of 20,000 *l.* and to borrow 100,000 *l.*; I presume that is the amount?—Yes, and 50,000 *l.*

4376. Sir

4376. Sir *J. Guest.*] Your shares stand at 100,000 *l.*, and you borrowed 70,000 *l.*?—We had power to borrow 170,000 *l.*, in three sums of 20,000 *l.* 50,000 *l.* and 100,000 *l.*, the whole of which have been borrowed.

4377. £. 120,000 of this is in shares?—About 150,000 *l.* is merged or merging into shares, leaving about 100,000 *l.* at interest, and for shares.

4378. Mr. *Loch.*] Were they 100 *l.* shares, the old as well as new?—Yes.

4379. Was the additional sum you applied to Parliament to borrow in order to execute additional works, or was it on account of the deficiency of the estimate?—The original estimate was for a single line of railroad, and for two or three short branches; the fourth Act took a review of the great increase of expense from the laying a double, treble, and in some instances a quadruple line, and for an additional branch four miles in extent, which gave extensive accommodation for the shipment of coals.

4380. What was the length of your original railway?—Twenty-eight miles, independent of the branches.

4381. Between which points?—Witton Park Colliery on the west, and Stockton-on-the-Tees on the east.

4382. The additional branch?—Making it upwards of 32 miles in length.

4383. Extending in which direction?—In a south-easterly direction from the original terminus at Stockton; there have been about 12 miles more of branches laid down.

4384. Is the whole of your line now a double rail?—The whole of the main line is double, and more than double; some of the branches remain single, with passing places.

4385. When you say more than double, what portion of the line is more than double?—Between three and four miles are quadruple.

4386. What portion of the line is that?—One-eighth part of the main line.

4387. I mean is it near the Darlington or the Stockton terminus?—At the terminus at Stockton, at the second terminus at Middleburgh, and at the points where the coals are received previously to passing the fixed engines.

4388. Those additional lines of rails are for the accommodation of the coal-trade, not for the passenger-trade?—Certainly, for the accommodation of the coal-trade; the original estimate did not contemplate the conveyance of passengers at all.

4389. What is the width between your rails?—Four feet eight inches; they are practically four feet eight inches and one half.

4390. What is the weight of them?—Originally 28lbs. to the yard; but latterly, 60lbs. to the yard.

4391. Is cast-iron used in that portion of the railway?—It was cast-iron for four miles out of the original 26.

4392. Have you taken them up?—The whole of them are removed.

4393. What is the distance between your bearings?—The cast-iron rails four feet, the malleable rails three feet; the rails originally laid down were fish-bellied; subsequently the company universally adopted the parallel rails.

4394. Do you use stone or wooden blocks?—Stone, uniformly, with the exception of some small extent of longitudinal timbers; the walling is a total failure underneath the sleepers; the timber is not yet proved, as the durability will be, in a great measure, the test, as to the additional expense; the firmness is very satisfactory.

4395. Sir *J. Guest.*] Is there any difference in the expense of keeping that part where the stone blocks are in repair?—I have not the particulars before me; I cannot speak to it; the experiment has been tried a very short period.

4396. Mr. *Loch.*] Was the reason for giving up the cast-iron rails that they broke?—They are liable to break as the speed is increased; and after the original shell was gone the wear and tear proceeded at such a rapid rate as to deteriorate the strength of the rails beyond all calculation.

4397. When you first began had you locomotives?—We commenced with small trains, and chiefly horses; we had one or two locomotive engines.

4398. Do you still employ horses on the line?—Every party has the power of putting on horses, but very few are employed; locomotive engines do 19-20ths of the trade.

4399. Are the Company carriers, or do they leave it to individuals?—The Company have no special powers as carriers under the Act; they have found the locomotive power in the great majority of instances.

J. Pease, Esq., M.P. and Mr. *S. Barnard*.

28 June 1839.

4400. Do you allow the locomotives of other parties to use the rails?—None whatever.

4401. Could that be done with convenience to the Company, and without inconvenience or risk to the public?—I do not think it would be possible, on the Stockton and Darlington Railway, to manage the railway if two companies used engines.

4402. Is it your opinion, generally, that it would be advisable or not that one company should have the power of running locomotive engines over the road of another?—I consider it totally impossible the public can be secured from immense damage, if there is more than one head in the direction of the moveable power.

4403. Sir *John Guest*.] You do not mean to say this is an objection in other instances; you do not think there is any objection to any company taking engines over another road, provided during that time they are under the management of the superintendents of the Company over whose road they are travelling?—If I could suppose several things; that the inspector has the power of fixing the kind of engines, watching the repair diurnally, and having the supreme power over the men employed, not only as regards their wages, but their remuneration and punishment.

4404. Mr. *Loch*.] In your opinion the directors of the railroad should have entire control over the locomotives on that road?—The public safety and the regularity of the traffic in my opinion indispensably require it.

4405. You have some inclined planes on your railroad, worked by stationary engines?—We have what may be called six series, each having an ascending and a descending plane.

4406. Those are worked by stationary engines?—Yes, they are.

4407. Are those portions of the line so worked by stationary engines used by passengers?—Regularly.

4408. Have you no accidents on your line on that portion worked by locomotives or by stationary engines?—We have not had a single accident to passengers, that I am aware of, since the opening of the railroad, except from one or two persons jumping from the coaches in the apprehension of danger.

4409. Sir *J. Guest*.] What are the gradients of the inclined planes?—From 1 in 30 to 1 in 33; the longest, 2,330 yards in length, is 1 in 33.

4410. Mr. *Loch*.] What rate of speed do you travel at with locomotive engines?—We are obliged to make from 25 to 26 miles an hour; the distance between Stockton and Darlington being 12 miles, which is the chief part of our passenger traffic, is accomplished in from 30 to 35 minutes.

4411. What is the rate at which your waggons go up the inclined planes?—Fourteen miles an hour, or thereabouts.

4412. Sir *J. Guest*.] Do you convey coals and other goods at the same rate as the passengers?—We fine our enginemen for travelling above eight miles an hour with coals, having fixed the speed at six.

4413. How do you fix the rate so that one shall not interfere with the other?—Being under the control of a clever inspector, who lays down rules according to the times of departure of the coaches, the arrivals of the coaching trains being fixed. There are clocks at each station, the engineman arriving with a slow train within 15 minutes of a passenger train, will not depart until the coaching train has arrived or departed, as the case may be.

4414. Do you find no practical inconvenience from that arrangement?—We have a weekly meeting of the directors, at which certain enginemen proving refractory are brought up for punishment.

4415. You have not known of any accidents on the railroad from that difference of speed?—I am not aware that there has been any, since the arrangements are very minutely attended to.—(Mr. *Barnard*.) The men know the times so well at which the coaches come.

4416. Mr. *Loch*.] How many passenger trains start a day between Stockton and Darlington?—Six each way.

4417. The number of coal trains is unlimited?—Yes, varying from 20 to 50 a day; there is a large merchandize traffic for lime and stones.

4418. Sir *J. Guest*.] Are the periods of departure for the lime and coals fixed?—Those are entirely regulated by the arrival of coals from the different mines.

4419. There is no fixed period?—No, neither night nor day.

4420 *Mr. Loch*.] You stated that you did not originally intend to carry passengers?—No; we had no calculation of revenue from that source.

4421. What

4421. What number of passengers do you carry now?—From 5,000 to 7,000 per week.

4422. Were you not, under the Act of Parliament, authorized to take rates for passengers?—Any carriage put on the railroad to convey passengers might be charged 6 *d.* per mile.

4423. Do the carriages belong to the Company, or to private individuals?—Carriages that run six days a week belong to the Company; those carrying on the Sabbath belong to private individuals.

4424. In what way are the Company, under the Acts, authorized to take rates from passengers?—In no way whatever per passenger.

4425. It is altogether matter of arrangement between the public and you?—Entirely so.

4426. What were the rates you took originally, when you first began to carry passengers?—Originally, the coaches drawn by horses were under the charge of private individuals, who paid the Company the rates mentioned in the foregoing answer; 3 *d.* for six days in the week, and 6 *d.* a mile if they ran on the Sunday. Then, when the Company began, they made no alteration in the fares till running at an increased speed, the rates originally at 1 *d.* per mile, in the best carriages, were raised to 2 *d.*, a superior kind of carriage being substituted; but the second-class carriages remain as low as 1 *d.*, and the third class a halfpenny per mile.

4427. When you raised the fares, had it an effect on the number of passengers carried?—The number of passengers continued progressively increasing; but those accustomed to the lower rates generally went by the second-class carriages, which remained nearly equal to those of the first class at the outset.

4428. Do you carry any large proportion of first-class passengers?—About one-third.

4429. Are those entirely new?—Within the last three or four years.

4430. Mr. *Thornely*.] When did that railway open?—In 1825.

4431. Did you begin to carry passengers immediately?—By horse coaches.

4432. Mr. *Loch*.] You have a traffic in goods also?—Yes; a considerable traffic in general merchandize.

4433. Are the Company carriers of those goods?—Yes.

4434. What do you consider the liabilities your Company are under in respect of being carriers?—The common-law liabilities.

4435. Common carrier liabilities?—Yes; we have paid damages for combustible materials. The only rule we have made is, that we will not receive such combustible matters as sulphur, which is brought in great quantities, and gunpowder, unless it is entered as such; and we have an opportunity of providing properly against the risk.

4436. There are no private carriers of goods on the line?—Yes, there are, but not to any great extent, travelling with horses.

4437. How do you arrange between your carriage by locomotive engines and by horses; do they not interfere at all as regards the different speeds?—Arrangements have been made by the bye-laws; one of which provides, that on the approach of a locomotive engine, a carrier, moving with horses, shall take the very first siding he comes at, the speed of the trains being only six to eight miles per hour; it does not occasion any great detention till he comes to one of the sidings, which are numerous.

4438. Mr. *Baring*.] Do they travel at night?—Yes; with the precaution that no one shall be allowed to travel at night without carrying a very strong light at the head of the waggons and at the end of them.—(Mr. *Barnard*.) Only the coal trade travel at night.

4439. Sir *J. Guest*.] What is the rate per mile per passenger?—There are no rates save those for mileage or the carriages.

4440. Mr. *Loch*.] No difficulty has arisen from fogs or travelling in the dark?—Trains have run into each other; it has happened from the fire-lamp at the head or in the rear of the waggons not having been where it ought to have been.

4441. Sir *J. Guest*.] What lamp do you carry?—A fire-lamp, 16 inches over by 18 inches or 20 inches of ignited coal, with a direct passage through, it becomes exceedingly brilliant.

4442. You find no inconvenience from it?—None whatever; it is suspended at a distance from the waggon, both before and behind, the engines carrying one or two, as the weather may be; it is the same description of lamp.

J. Pease, Esq., M.P. and Mr. *S. Barnard.*

28 June 1839.

4443. Mr. *Loch.*] In what way do you manage your tickets?—Passengers are ordered to be in attendance five minutes before the starting of the trains; the tickets are handed out by the office-keeper, and collected by the guard, who hands them over at the first station he arrives at; the passenger has no more care of the ticket after he starts.

4444. Sir *J. Guest.*] Do you find passengers take the short ticket, and travel all the distance?—We have found that but on one or two occasions; to remedy it, we have got them into a separate coach, drawing the bolt between the coach and the engine; and as they all agreed they were going half way, we left them to walk home, and that has cured it.

4445. You were able to do that, knowing the passengers?—Yes.

4446. Mr. *Loch.*] Do you suppose the Company are much imposed on by the passengers immediately delivering up the tickets?—No, to no considerable extent; the policemen, from time to time, count the passengers, which gives an additional check any day we fix on.

4447. Sir *J. Guest.*] If your road is a long one, and there are different stations, and the passengers are not known, must you not be liable to imposition?—I consider the number of the tickets, if they do not tally with the number the policemen count, would show the extent of the fraud, and how it had arisen.

4448. Mr. *H. Baring.*] Might there not be this case, showing the source of fraud; the Southampton Railroad passenger takes a ticket for Kingston; if there are a great number on the same day, it will be difficult to know whether that passenger stops at Kingston, or goes on to the next station?—In that case I should order the policemen to count the number that alighted at every station in the course of the day, and comparing those with the number of tickets, I should see the extent of the fraud.

4449. Sir *J. Guest.*] Suppose the case of a number of persons travelling further than they had paid for, how would you ascertain who the persons would be?—I think if that were common I should be obliged to resort to the plan of the Great Western, placing the passengers in partitioned coaches.

4450. Counting would not insure the detection?—No, it would not ascertain who the defaulters were.

4451. Mr. *Loch.*] Does your railroad join any other public road?—The Clarence Railway Company have a branch into the Stockton and Darlington Railroad, and the North of England Company are about joining the Stockton and Darlington. I think we have no others. There are many private railways.

4452. Does the Clarence Railway Company carry passengers?—It does.

4453. How do you manage as to locomotives, do they use locomotives on their line?—They do, but there is no passenger traffic on the branch that unites the two lines.

4454. You carry none of the passenger traffic of the Clarence?—None whatever; I am not aware but that individuals going to Stockton by our line may hereafter have business at the Clarence terminus, but they have no coaches entering our line.

4455. Sir *J. Guest.*] The rate for the carriage of goods by locomotive engines is fixed in the Act of Parliament at so much per mile?—No, the Company have the power of levying a sum per mile on different kinds of goods, but those powers are entirely disregarded; except in the instances of private carriers with horses, they have been charged at and after those rates.

4456. I am speaking of locomotive power, the actual conveyance on the road; are you limited to a certain charge by the Act of Parliament?—No, there is no limit as to the power to charge on locomotive engines, but every party has the power of placing horses on the road; then it may be done at a halfpenny a ton per mile; we charge a halfpenny a ton on some articles, with some deductions on others.

4457. How much is the tonnage?—On coals the charge is 4 *d.*, we take 2 ¼ *d.* for home consumption; by the Act of Parliament we are confined to one halfpenny for all coals exported, and we charge that with 15 per cent. allowance on it; and the haulage is one halfpenny; 15 per cent. is allowed on that.

4458. Mr. *Loch.*] Which are the two termini of the Clarence Railway?—The Clarence was originally projected for the purpose of entering a large coal field lying considerably to the eastward of the Auckland coal field, and possessing a branch from a certain point on that line westward to join the Stockton and Darlington at a certain point.

4459. The

4459. The Great North of England Railway is to go to Newcastle, is it not?—It crosses the Stockton and Darlington at right angles, passing northward to Newcastle and southward to York.

4460. It does not travel on the Stockton and Darlington for any length of railway?—No, it crosses at right angles on a level.

4461. Sir *J. Guest.*] Do you propose to join?—We propose to join.

4462. Mr. *Loch.*] Have you made arrangements with that Company as to the mode of traffic on the two lines, or will that have to be arranged subsequently to its opening?—No arrangements have yet taken place; there is a treaty on foot between the two Companies as to using the same station, but there is no treaty as to the use of the line by the same carriages.

4463. Do you anticipate no difficulty to your traffic on the two by your crossing their line, and they yours, on a level?—None whatever, with proper care.

4464. Sir *J. Guest.*] Is any sum fixed by the Act of Parliament which you may charge for the use of the line, independently of the regular charge allowed to be made?—We are authorized by the Act of Parliament to charge 2 *s.* per ton for the use of those planes.

4465. What is the charge?—Land and sea coal 6*d.*, for export, with 15 per cent. reduction; on each series of planes it is 6*d.*, but very few of the coals come over two sets; one set lies on one branch, another on another, coming to a hilly district.

4466. The charge is 6*d.* a ton in addition to the mileage?—To the halfpenny, or the 2 ¼*d.*, as the case may be.

4467. Do the coals ascend or descend?—In the one case, the ascending is the longer limb; in the other, it is the shorter.

4468. Do you charge for what comes down?—If they only come down, we charge 2*d.*; 6*d.* when they ascend and descend, and 2*d.* when they only descend.

4469. Mr. *Thornely.*] When do you expect the North of England Railway to be open?—The latter end of next year from York to the north of Darlington; the northern part is likely to be delayed some years after that.

4470. Sir *J. Guest.*] Are there any shipping places?—Two.

4471. What do you charge?—Twopence a ton wharfage and putting on board the vessels; the Company do that.

4472. The 2*d.* includes the expense of putting on board?—Of lifting them from the level of the railway to the wharf, which is 18 feet high.

4473. They are hauled by the engine to the wharf?—Yes, swung by a falling jib to the ship lying at the quay.

4474. Mr. *Loch.*] That is the station of the Company at Darlington?—Yes.

4475. Sir. *J. Guest.*] Is that charge fixed by Act of Parliament?—We are allowed to take 4*d.*, and 2*d.* is taken, subject to 15 per cent. discount.

4476. What dividend have you paid?—The original dividends were 4 *l.*; they rose to 6 *l.* per share, afterwards 11 *l.*; the two last years they have been 14 *l.* per share, subject to a reserve of 4 *l.* dividend as a sinking fund.

4477. On a share of 100 *l.*?—Yes.

4478. All your shares are 100 *l.* shares?—Yes.

4479. Mr. *Loch.*] What amount of tax do you pay to Government?—The full amount of 800 *l.* or 900 *l.* per annum I believe.

4480. What is the present value of a share?—£. 260 was the last sale in the market.

4481. Have you not paid a composition in lieu of the tax?—Until within the last two years.

4482. Now you pay the full amount of the tax?—Yes, one-eighth of a penny per mile; from 70 *l.* to 80 *l.* per month.—(*Mr. Barnard.*) £. 70. 19 *s.* 10 *d.*, the month ending May the 15th.

4483. Sir *J. Guest.*] Was it fair for the Company to receive that relief while receiving those dividends?—It was a wholesome relief to the passenger traffic; it encouraged the Company to go to an expense for the accommodation of passengers which perhaps they scarcely would have thought it right to do; but our composition was nearly the amount Government received before, the increase of passengers having been so great subsequently.

4484. From October 1836 to October 1837 the Company paid 350 *l.*?—Yes.

4485. It would have been 480 *l.* if you had paid the full?—Yes; in 1836 it was as nearly as possible what we should have been charged; that year the Commissioners

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sioners gave us notice they would not allow it any longer; we have paid the full tax ever since.

4486. Mr. *Loch.*] Have you turned your attention to the consideration of whether the present mode of taxing railways for the carriage of passengers is most advantageous for railroads as well as for the public?—I think it is not fair to the public, nor equally advantageous to Government, on account of the trouble and the possibility of evading it.

4487. State why you think so?—As regards the public, I find I have several thousands of passengers monthly, and while I receive but a halfpenny per passenger per mile, I pay Government a tax of 25 per cent., which must operate as a great discouragement to carrying the public at such low rates. I find my maximum fares about 2 *d.* a mile, out of which we pay one-eighth; whereas the Railroad Company that are enabled to take 4 *d.* a mile pay no more, and the expense of locomotive power, coaches, and the wear and tear of the railroad, are precisely the same to us all; the original cost may have been less in one case than the other.

4488. Has it occurred to you what would be a better system of collecting the tax than the one now adopted?—The calculation is, the London and Birmingham pay 4*l.* per cent., we pay between 11*l.* and 12*l.*, we should be well satisfied to compound at 5*l.* or 6*l.* (if the computation was fair) upon our gross income.

4489. Could you suggest any way in which you think the Government would not be losers, and the inequality as between the several companies might be avoided?—If the Government took the power to inspect the returns, as is the case with the Excise and the Customs, no company could have the least objection to a certain percentage on the gross amount of their income, if that percentage was fixed to the satisfaction of the legislature; that I think would be a fair principle.

4490. Your idea is, that it ought be a percentage on the gross amount?—Decidedly.

4491. The gross amount arising from passengers only?—From passengers only. I understand the common trade is no more to be an article of taxation on railroads than on other roads?—(Mr. *Barnard.*) And it would save trouble to the Company, and the great liability to error to which I think the present payment is subject, taking it per passenger per mile.

4492. Do you keep an account of the passengers so distinct that there would be no difficulty to the person who had to get the facts to ascertain the gross amount?—Oh yes, a return is made to the office daily of the amount received at every station, and the books at present are kept distinct not only of the number and class of the passengers, but the gross amount the secretary has received from the guards and collectors.

4493. Sir *J. Guest.*] The large amount paid by high class passengers is caused by the additional accommodation given, the condition, carriages and the convenience of travellers upon the road; do you consider it fair to charge a percentage on this accommodation, as well as to charge a percentage on the passengers; do you think it right to pay a percentage on the accommodation which is charged for in the fare?—There is no public railroad in the kingdom where the first class of passengers will not expect to be as well accommodated as on any other railroad, the percentage falls alike on them.

4494. Is it not because they provide better carriages than others?—On the Stockton and Darlington Railway we have been compelled to order carriages of a first-rate description, with no intention of raising our fares.

4495. Mr. *Loch.*] Did the amount of the Government tax enter into your contemplation in fixing the amount of the rates?—Not originally in fixing them.

4496. Sir *J. Guest.*] Taking the sum of money the Company derive from the conveyance of goods and passengers on the road, do you conceive they derive any profit from the sum as now fixed?—My own impression is, it pays them 5 per cent. over and above the capital invested.

4497. Including the expense charged for the fixed engines?—I would draw a distinction between fixed engines and locomotive power; the profit of passing the inclined plane is considerable.

4498. You consider that to be part of the expense of locomotion?—Yes; my answers draw a distinction between locomotive power and the fixed power.

4499. You think locomotive power, used on roads being on a level, does not more than pay 5 per cent. on the expense?—No; if I take coals to be exported, I receive but a halfpenny, or less, for taking a ton of coals a mile; but by a fixed engine, I have the power of taking 6*d.* by the Act of Parliament.

4500. Do you consider a halfpenny a ton per mile sufficient to reimburse the Company for the expenses?—We consider we are reimbursed; it is the maximum we get from ours.

4501. Including the expense of the repair of engines and carriage?—Yes.

4502. Mr. *Loch.*] Your idea is, it would be fairer to have a certain percentage on the gross receipts of the Company arising from the carriage of passengers?—That is my opinion; fairer as encouraging a cheap class of carriages, and fairer as receiving a proportion of the amount really returned to the coffers of the Company.

4503. Is it your opinion that some of the railroads which are more costly in their construction than others may not think it a hardship to pay a percentage on their gross income arising from passengers?—When I consider that one-eighth of a penny is but the 32d part of 4*d.*, and that I should not propose to take a larger sum on the gross amount, or very little more, I do not see where the objection could arise on the part of the companies. I think they will all find it their interest, the present leading lines materially so, to reduce their fares.

4504. Do you think no attempt would be made, on the part of those companies, to endeavour to raise the tax on the net, and not on the gross, receipts?—My speculations have gone on Government having access to the gross returns, and levying a percentage on such gross returns.

4505. Sir *J. Guest.*] You would not think it fair to make a distinction, by taking a different percentage on the inferior passengers, and a smaller on the others?—I cannot enter into the question of fairness; but I say the operation, at present, is unfair towards railway companies, and a discouragement, in poorer districts, to giving the population adequate accommodation; as I have stated in one case, it compels the company to pay a tax of 25 per cent. on the accommodation they give to the poorest passengers.

4506. Mr. *Loch.*] In what way would you secure to Government the same income by altering the mode of levying the tax?—If I take a parallel case, I should say that, as largely interested in the manufacture of woollen goods, I am obliged to keep the number of pounds of soap that pass into my manufactory, an officer calls to satisfy himself if the daily return has been correctly kept, and the whole is affirmed to at the end of the year, and Government returns the amount of duty on the aggregate, amounting to thousands of pounds. I should therefore propose that, under the hand of an inspector or other officer, they should see that the gross returns were duly and correctly made in a book opened for their use.

4507. Supposing the number of passengers carried by the railways generally to remain the same, would your change to 4 per cent. on the gross income give the same amount of tax to Government?—I have stated that on the Stockton and Darlington Railroad it would not, as the tax is at present levied. From information I have received, I believe it is before the Committee, about 4 per cent. would be the equivalent on the London and Birmingham traffic. I should propose a mean line should be struck, securing to Government the present amount on the present trade, and all the advantages of extension.

4508. That would be making the great railroads pay more than they do now, to make up for the deficiency that would arise from the loss that would accrue on the poorer railroads?—It would in fact; but I should speculate on Government not going to the full extent of the present amount, in which case the relief would be considerable to the poorer railroads, the advance would be very small to the large railroads, with the prospect of a large increase to both.

4509. Sir *J. Guest.*] Would that tax of the eighth of a penny be a tax on the profits of the Company, or a personal tax on the passengers?—I think it would be a tax on the Company, not on the passengers, for I do not think it enters into the calculation further than whether a train for those parties will pay or not.

4510. Conceding that that does apply to all sorts of public conveyance; would it not be considered as a personal tax, rather than on the profits of the Company?—I should think not, for this reason: I have alluded to the poorer classes, who generally are found travelling shorter distances. If I take a dozen, why $\frac{12}{8}$ of 1 *d.* will give 1 $\frac{1}{2}$ *d.*, which cannot weigh with the Company, except when taken in the aggregate on the prospective revenues and expenses for a given period.

4511. Does it not apply to all coaches, for short and long distances, in the same way; does it not become a personal tax that charge, in addition to the cost; is it not a personal tax?—If I were to carry out the argument, I might say, it does;

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does; but if a coach carry 150 passengers, I should find the distribution so small to each passenger, I must come to my aggregate, to show that accumulation.

4512. If it is divided among a certain number of coaches, is not the effect the same?—The fraction is so small, the additional fractional parts of 1 *d.* would be out of my power to calculate.—(Mr. *Barnard.*) The tax was not taken into consideration when the fares were fixed.

4513. Mr. *Thornely.*] So far as the collection of the tax is concerned, are you not of opinion the Government is more likely to collect the tax throughout the country, without any deception, taking it on the sum of money received, than on the number of passengers carried?—I am decidedly of that opinion; it depends wholly on the honesty and fidelity of the secretary for the time being; it costs him, to my knowledge, days and nights of great anxiety to get his accounts into a state so as to make the necessary affidavit of correctness.

4514. That is, he has to make a calculation of the number of miles travelled?—Whether the distance be short or long, he has to satisfy himself that no party has deceived him, and that his affidavit is correct to the letter and figure.

4515. If the return was made of the amount of money received, is it not a fact, that the return he would make to the general meeting of the proprietors and directors, would also serve the purpose of Government?—The one must be an entire check upon the other.

4516. Mr. *Loch.*] You have turned your attention to railway communication generally?—Yes, I have, to a certain extent.

4517. You have travelled by railway?—I have travelled between Preston and London many times.

4518. When you have been at Preston, have you been able to secure a place all the way to London?—I have considered myself secure; but I have been obliged to pay at three different times between Preston and London.

4519. Have you met with much inconvenience at Parkside, where the North Union joins the Liverpool and Manchester?—Originally the arrangements were as bad as they possibly could be, and the inconvenience was very great; these are now, to a certain extent, remedied, but they are yet very bad.

4520. By three times, you mean you paid at Preston, Parkside, and Birmingham?—Yes.

4521. Has that inconvenience, which is stated to have occurred at Parkside, arisen as a personal inconvenience, or the inconvenience of not being able to get your luggage transferred?—Both inconveniences have arisen the two last times I have been through; the first time I was detained an hour and a half without shelter and accommodation, in heavy rains and severe snow. At Parkside there is nothing but a wood-hut to go into, which was filled with labourers and other parties, where you could scarcely approach the fire, or get any accommodation whatever. Now I find that it is arranged you shall be detained for a few minutes. I have heard the complaints of the passengers of the luggage being turned out of the coach into the open railroad, raining as it was, the other day, and no attempt was made to bring the trains alongside of each other, in which case you might be landed safe and dry from the one to the other; it seems a total neglect of the comfort of the passengers.

4522. Do you know from what circumstance that neglect has arisen?—I have not the least conception.

4523. You do not know whether it has arisen from the several companies not being able to enter into an arrangement as to their times?—I am not aware of the fact.

4524. When the line of railroads is open between Darlington and London through Leeds, there will be several railroads to be crossed over before you get to the London and Birmingham?—First, there will be the North of England Railroad to York, the York and North Midland to near Wakefield, the North Midland to Derby, the Derby to the Birmingham, and then to London.

4525. Then the same inconvenience may arise at the junction of each of those railways, as now takes place at Parkside, unless the companies make some arrangements?—I have always contemplated an arrangement to give us Middlefield near Wakefield, which would involve an arrangement between the York and North Midland, and the Great North of England; beyond that I think the trains might be likely to be re-arranged.

4526. What power is there in those companies to make the arrangement if any

any one should hesitate to come into it?—I am not aware of any power of compulsion, if interest will not bring them. Nothing can be done by legislation.

4527. Does it occur to you that a superintending Board, with power to mediate between the several companies, would be useful in that respect?—Not in the present state of railroad communication; I do not think you could find a Board competent to the task.

4528. From what reason?—The local circumstances varying daily and weekly, and the interests of the companies not being yet defined; as soon as they see their interests on those matters, they will have mutual arrangements made, I have no doubt.

4529. Would not such a Board induce them to consider the best means of coming to such arrangements as you contemplate?—I cannot conceive any Board, unless it can become acquainted with all the localities, in whom I should have the least confidence for arranging fairly between the parties.

4530. May it not happen that the local interests of those railways may be greater than the interests of the public at large, from one end of the kingdom to the other, so that the one may prevail over the other?—I can easily suppose a case in which a company, through prejudice, may neglect its interest; I cannot assume a case in which it is not for their interest to come to an understanding with the others; I think competition will provide for all that.

4531. How would competition provide for that?—The moment I get to York I have the choice of two or three roads to London.

4532. In what way?—I can come from York by the Leeds and Selby, and the North Midland, and when I get to Derby, I can take the Midland Counties, or the Derby and Birmingham, then, when I get to Rugby, I am at the mercy of the Birmingham Company; but those two Companies, who would carry me straight through without interruption, would get my money.

4533. Is it not the case that there is no difficulty in travelling between Preston and Liverpool, and Preston and Manchester, whilst there is all that inconvenience you have been stating in getting to London?—I have understood it is so. I am bound to remark, since I travelled that way things have improved materially; the first time I came I was shifted three times, once at Parkside, Birmingham, and London; at this time they are almost the same coaches from Parkside to London. In the same way the coach proprietors at Preston ran their coaches, so that I was kept without breakfast, travelling all night, till next day at Birmingham at 3 o'clock; by an arrangement the coach proprietors have come to, they rest two hours at Preston, having travelled all night by the Carlisle coach. You find every time some advances towards comfort.

4534. Sir *J. Guest.*] When experience has shown those companies the immense advantage of making these accommodations, they will adopt them?—Yes, that is decidedly my opinion; I would say in return, they refuse to wait till the coaches arrive at Preston from London, the coach proprietors will not give up their time, and the railroad will not give up theirs. On arriving at Preston they were thrown back a day, by finding the coach had gone five minutes before. Now they arrange to wait for the trains, there is no difficulty in getting to Newcastle in 25 hours from London.

4535. Mr. *H. Baring.*] How much of that is by coach?—You cross the island twice; it increases the distance 90 miles; 124 are coach travelling, and 214 railway travelling.

4536. Mr. *Loch.*] Have your Company bye-laws?—A long string of bye-laws has been presented to the committee.

4537. Is there any power of revising them, or have the Company the sole power of making them?—They are never revised by any authority; but the Company, on the suggestion of the local branches, alter them.

4538. The Company are not bound to submit them to any revision?—No, none whatever.

4539. Would it be for the advantage of the whole railway interests that some power should exist to revise and render the bye-laws similar throughout, so far as local circumstances would permit?—It would give great satisfaction to the company of which I am a director, if there was such a competent legal authority.

4540. Does it occur to you, the companies at present have sufficient authority over their servants?—We find no difficulty in that respect; we fine a man twice, the third time we discharge him.

4541. You find your authority quite abundant?—I think every week, in conse-

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quence of the great number we have employed (nearly 100 men and assistants,) we have some brought up for default, the smallest penalty is 2 *s.* 6 *d.*, sometimes we fine them as high as 1 *l.*

4542. There is no difficulty in replacing them?—We keep a large number of young men as supernumeraries.

4543. Do you retain their wages, or have you some specific agreement with each servant?—There is no specific agreement, the bye-laws are hung up, and it is the business of the engineman when a new one is made, or the inspector of the engine power, to make the men individually acquainted with the new bye-law, which is posted in a convenient situation; it is followed up by a stoppage of wages.—(*Mr. Barnard.*) We stop it out of the income monthly, but the man has a power of appeal.—(*Mr. Pease.*) He can appeal to the directors.—(*Mr. Barnard.*) There is very little difficulty; they are very orderly generally.

4544. Sir *J. Guest.*] Those are the terms on which they are employed?—Yes; the principal offences are loitering on the road, excess of speed, and refusing to start at any hour; if the night is unfavourable, and the trade demands a running spell, and the man refuses to go, he is fined.

4545. Mr. *Loch.*] Have you looked at all to the First Report made by the Committee?—I have.

4546. Have you any suggestion to make to the Committee on reading over that Report on any point?—No, nothing struck me specifically.

4547. Sir *J. Guest.*] Have you any suggestion as to making the cost of the lines approach nearer to the estimates, or making them to correspond?—As an individual, I exceedingly regret to see capital intended to be brought into active use and trade, lavished on works of so ornamental a character.

4548. Do you think if any board was constituted which would have the supervision of the estimates previous to the Act passing, it would be beneficial in that respect so as to make the estimates approach nearer to the actual cost?—I should doubt very much whether it would have any very decided effect; I think the public mind will get into a sounder state as to use and ornament in the construction of railroads before long.

4549. You are aware it is very difficult to form a precise estimate in the short time that intervenes between the first projecting a railway and passing a Bill?—I am quite aware of that; and as regards the Stockton and Darlington Railway, they were saved by being successfully opposed the first time they came to Parliament; they were saved by that from utter ruin.

4550–1. Suppose the Bill passed provisionally, and afterwards the parties were obliged to submit detailed estimates of all the little work, and the cost of the land, and the actual cost at which persons would contract for the formation of the railroad, before some competent Board, and they were not allowed to commence the work till they had done so, would that be beneficial?—It would be an efficient means of stopping all railroads whatever, I think. I think the shareholders have themselves very much to blame they do not call for estimates they really ought to have called for.

William Cubitt, Esq., called in; and Examined.

William Cubitt, Esq.

4552. Mr. *Loch.*] HAVE you prepared the sketches you said you would, in connexion with the evidence given by the Chairman of the South-Eastern Railway, some time ago?—I have. These (*handing in Plans*) are illustrative of the evidence we gave the last time the Chairman and myself were examined, and those are plans and sections of the additional proposed line.

4553. Have you any statement to make to the Committee in connexion with those plans so delivered in?—Yes.

4554. Have the goodness to read it?—I will.

To the Select Committee on Railway Communications.

6, Great George-street, Westminster,
June 28, 1838.

My Lords and Gentlemen,

Adverting to the evidence which I had the honour of stating to the Committee on Friday the 14th inst., and with reference to the promise then given, that I would be ready, by this day, with approximate sections and estimates of the lines I then suggested for an additional terminus for the South-Eastern (Dover) and Brighton lines, near the Elephant and Castle, in addition to the City terminus of the Croydon and Greenwich Railways, near London Bridge,

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Bridge, I now beg to submit to the Committee the accompanying Drawings, numbered 1, 2 and 3, explanatory of this subject.

No. 1. Is a portion of a map of the environs of London, illustrative of my Report and evidence of the subject, as put in and given on the 14th instant.

No. 2. Is a plan and a section of a line of railway from the South-Eastern and Brighton lines at Croydon to a termini behind the Elephant and Castle at Newington, in the angle formed by the Brixton and Walworth roads.

No. 3 is a plan and section of a branch line from the Dartmouth Arms station, on the Croydon Railway, to a terminus near the Elephant and Castle also, but in the angle formed by the Walworth and the New Kent-roads.

The principal features of both these lines as to length, gradients, cuttings, embankments, &c., will be seen on the plans and sections, but may briefly be described as follows :—

1. The South-Eastern and Brighton Extension (or Norwood line) to the Elephant and Castle. See plan and section (Drawing No. 2.)

Length of line eight miles and a half.

Gradients, 1 in 294, or 18 feet per mile, descending from Croydon to the Half Moon Inn, near the entrance to Brockley-hall, a distance of 5 miles 49 chains; and 1 in 264, or 20 feet per mile, descending from thence for a distance of 2 miles 56 chains, from whence it rises to the terminus slightly for 15 chains, for the convenience of bringing up and starting trains.

Tunnel, 1,232 yards long.

Arching, 836 yards near the terminus.

Excavation, 1,688,522 cube yards.

Estimate of total probable cost 473,829*l.*

2. The Dartmouth Arms branch or (Peckham line) to the Elephant and Castle. See plan and sections (Drawing No. 3.)

Length of line 4 miles 54 chains.

Gradients, 1 in 125, or 42¼ feet per mile from the Dartmouth Arms, descending to near the high road at Peckham, a distance of 3 miles 2 chains, and thence level to the terminus for 1 mile 52 chains.

Archings, 3,322 yards from Chard's-terrace, Peckham, to the terminus.

Excavation, 653,630 cube yards.

Estimate of the total probable cost 373,080*l.*

Trusting the above will afford the required information, and with a wish to hand any further explanation that may be deemed necessary.

I have, &c.,
(signed) *W. Cubitt.*

4555. Sir *J. Guest.*] Do you not consider the declivity of that short line very great?—It is 1 in 125, or 42¼ feet per mile.

John Harman, John Urpeth Rastrick, Thomas Wood, John Moxon, Joseph Gibbs, and *William Burchell*, Esqrs., called in; and Examined.

John Harman, J. Urpeth Rastrick, Thomas Wood, John Moxon, Joseph Gibbs, and *W. Burchell*, Esqrs.

4556. *Chairman*] (To Mr. *Harman.*) WHAT are those papers you have?—The result of a meeting.

4557. Do you wish to put them in?—Yes.

4558. Mr. *Loch.*] A copy of the evidence Mr. Tyndale and Mr. Cubitt gave to this Committee was transmitted to you?—Yes.

4559. To the Greenwich and Croydon Railway Companies?—Yes.

4560. With an intimation, that the Committee would be glad to hear any observations those Railroad Companies might wish to make?—Yes.

4561. This paper is the result of that?—It is the result of a meeting in consequence of that. The object we had in wishing to be here to-day was to explain the way in which we could render the Brighton assistance to carry that into effect.

(*The following Paper was delivered in*) :—

AT a meeting of the representatives of the Greenwich, Croydon and Brighton Railway Companies, with their engineers and solicitors, held at Angel-court, on Thursday, 27th June 1839.

The evidence of Mr. Tyndale, Mr. Cubitt, and Mr. Yeats, given on the 14th inst., before the Committee on Railway Communication, was read; and it appearing to the meeting that the question to be solved is, not whether the Elephant and Castle will be a better terminus, or nearer the west end of the town, or the approaches from it better than from the Surrey side of London-bridge, nor whether the South-Eastern Company shall accomplish that now which they failed to do when in Parliament, but whether the Greenwich and Croydon Railways, which are already completed, can be made to accommodate the collective traffic of the Greenwich, Croydon, Brighton and South-Eastern Companies, and keeping that in view,

Resolved—That by the addition of two lines of railway to the Greenwich Railway most ample convenience and facilities will be afforded for all traffic, whether passengers or goods,

John Harmnn, J. Urpeth Rastrick, Thomas Wood, John Moxon, Joseph Gibbs, and *W. Burchell,* Esqrs.

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that the four Companies can possibly require. That to accomplish this there will be no necessity for a suspension of the Standing Orders of The House, nor any new line of country to be passed through, nor any property to be purchased.

That they feel no difficulty in stating, that arrangements can and will be made as regards the station, and that neither the Companies nor the public will have any cause for complaint.

That there is a sufficient space of ground, if the houses were cleared, east of St. Thomas's Hospital, without interfering with that building or the church, to make a station of much greater dimensions than the Croydon station, and that too without going back into Bermondsey-street.

That the expense of widening the Greenwich Railway will be only that of the erection, as the Greenwich Company are willing to dedicate their ground for that purpose; and it is the opinion of this meeting, as the sum required to widen the Railway cannot exceed 150,000 *l.*, that proper arrangements will be made to accomplish that object, which can be done in nine months from its commencement.

That considering that ample accommodation for the traffic can be obtained at an outlay of 150,000 *l.* only, and can be effected in so short a time as nine months, there is no doubt, in the opinion of this meeting, as to that being the most desirable course to be adopted, as well for the Companies themselves, both individually and collectively, as for the public.

That provided another terminus for the accommodation of west-end traffic be expedient, a plan has already been completed and deposited for that purpose, showing a line from the Greenwich Railway, terminating at Westminster-bridge, affording a most convenient access to each of the intermediate bridges.

(signed) *John Harman,*
Chairman of the Brighton Railway.
William Shadbolt,
Chairman of the Greenwich Railway.
John Moxon,
Chairman of the Croydon Railway.

4562. Sir *J. Guest.*] Have you got a plan?—(*Mr. Rastrick exhibits a plan, and explains it.*) (*Another plan shown by Mr. Gibbs, as to the terminus.*)

4563. Mr. *Loch* (to Mr. *Gibbs*). Have you, by the direction of the Croydon Company, taken into consideration how the inconveniences which have pressed on the Committee, as to the common terminus at London-bridge, may be obviated?—Yes.

4564. Have you prepared any plan, which has been submitted to the companies?—I have prepared this; but it has only been submitted to the Croydon.—(Mr. *Moxon*). And once it was submitted to the Brighton.

4565. Has it been submitted to the Brighton Company, of which Mr. Rastrick is engineer?—It has; and it has been submitted to the chairman and engineer of the Greenwich Railway.

4566. Have the chairmen and engineers of those other companies approved of the arrangement you have suggested by this plan?—I am not officially authorized to say they have.

4567. Mr. *H. Baring.*] The Croydon Company consider this preferable to that just put in by Mr. Cubitt?—I do not know; I have not seen Mr. Cubitt's evidence, nor the plan. I think I understood from Mr. Cubitt, to-day, he concurred generally; and I think I understood from him that, whatever might be his plan in exact particulars, it very much resembles that now laid before the Committee.

4568. Mr. *Loch* (to Mr. *Rastrick*). You have seen his plan before?—Yes.

4569. As engineer of the Brighton, do you think it affords all the facilities the Brighton travelling will require, without inconvenience to the public?—I think it would by making the alterations which I have proposed, and marked here. In fact, the alterations I proposed would be to make the Greenwich station similar to the station at Euston-square, as regards the coming up. The passengers might come through opposite to the centre of the railway, in a gateway, and set their carriages and horses on the railroad at once, by shortening those lines. The passengers that came up, or that drove into the front of this booking-office, would pass through it, and go into the station, as they now do at the Euston-square station, otherwise the booking-offices would stand at right angles to the railway, while the other would stand parallel to it.

4570. Sir *J. Guest.*] Then your plan will entirely do away with the apprehension entertained from the junction of the Greenwich and the Croydon?—Yes.

4571. There will be a junction all the way to the place of departure?—Yes. It is proposed to make two additional lines of railway from London-bridge to the junction of the Croydon Railway, by which means the carriages coming from Brighton

Brighton and the Dover line, any portion that comes between Croydon, will not pass over the Greenwich rail at all; they will run on a distinct line.

4572. There will be no possibility of collision?—No possibility; but generally speaking, there is very little danger of collision, when one railway comes into another; we never hear that an accident has happened at the station. In general, accidents happen when one train has overtaken another. I never knew of an accident by one railroad coming into another; as a case of necessity they are obliged to be cautious how they come and how they depart; there is a man stationed at the point of junction, who is always ready to turn the tongues or switches on the railway; there is a disc, a circular disc, and the enginemen see it from a considerable distance at night, and there is a lanthern put up, which is of different colours, where the switches stand, for fear of going into the line; but it appears quite bright, the light does, but if there is any danger it presents the red side to him, therefore he is always aware whether the switch is right or wrong.

4573. Supposing this plan of yours entirely obviates the difficulty as to the terminus of those three lines, the Greenwich, Brighton and Dover, what effect will it have on the travelling of the Croydon and South-Eastern on the same line; is not the difficulty you apprehend, of any one overtaking the other, likely to arise on those long lines?—Not at all times; you must have proper hours to depart; one railway will be regulated by the departure of another; whenever two railroads pass on the same line, in different trains, they must be subject to that same contingency, whether it is alongside another railroad or not.

4574. Do you not think the difficulty of travelling on the same line by different companies is very likely to occur from the Brighton and Croydon and South-Eastern trains travelling 20 miles on the same line, with different engines of different construction, at different rates of speed, and under different control?—No, I do not apprehend it would, it is in the same predicament as the different railroads passing out of Liverpool; first there is the traffic that goes on the Bolton Line, then that on the North Union, and those all have to pass the same line of the Grand Junction together; there are four besides the Liverpool and Manchester, four distinct public companies travelling on that line, all departing out of the same station.

4575. When these three companies arrive at the same point, at the same two lines of rails, must they not diverge at the terminus; I mean the Croydon, Brighton, and South-Eastern, must they not have separate termini; have they in the plan?—No, there is sufficient room for both the South-Eastern and the Brighton.

4576. What becomes of the other?—The Croydon line comes in here (*pointing on the plan.*)—(Mr. *Gibbs.*) Suppose the two companies start from each separate terminus, there is not more switching than if they all came out of the same terminus. You have arrival and departure lines on others, and you must have a certain set of switches to work all those lines, if there is another terminus there (*pointing to the plan*), as in this case the switch is put beyond.

4577. No doubt you obviate the difficulty of crossing the line, but you do not obviate the difficulty of three distinct companies, and three distinct sets of engines, travelling on the same line for 20 or 30 miles. You do not obviate the difficulty of travelling on the same line under different control?—Whenever there is a junction from different railroads coming in at the same terminus, it must always occur; as the South-Eastern comes in upon the Brighton at about 12 miles from our point, there will be two lines coming into that point there (*describing on the plan*); those two will travel there.

4578. Could you obviate the difficulty of engines travelling the same line being under different control; should there not be one person having the entire control of all the engines working on the line?—There generally are regulations made in every company, or certain bye-laws for the regulation of the traffic. Every person coming on that line must be regulated by them; they cannot depart when they think proper, but they must depart when it is convenient to the rest of the traffic; on that line the departure is always regulated by agreements between the two companies, or by the bye-laws of the company whose line it is they start from.

4579. Mr. *Freshfield.*] The same difficulty, but in a less degree, would arise on one line, if there were only first, second, and third rate trains belonging to the same company, they might overtake each other?—(Mr. *Gibbs.*) Yes, a goods train might be overtaken by a passenger train.

4580. Sir *J. Guest.*] Supposing the case of an engine coming from another railway; suppose you had the management of the great common line as a terminus,

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you would take care that all the engines on that line were kept in proper condition, and you would not allow them to come on it unless they were; does not that include the absolute necessity that he who has the management of the line should have entire control, so as to see that no engine of another line should come on the road unless on particular conditions?—(Mr. *Rastrick.*) Certainly.

4581. Should not the person have power to manage, first of all the engines, and the entire control of the engine-men?—Certainly, on the line; we will take the Liverpool and Manchester, for instance; all trains that come on the Liverpool and Manchester Railway, whether they come from the Bolton Railway, or the Grand Junction, or the North Union, when they come on that line they must be under the control of the Liverpool and Manchester Railway Company.

4582. Are they so?—I believe they are.—(Mr. *Gibbs.*) I believe all the Acts of Parliament contain such a clause.—(Mr. *Rastrick.*) It would be impossible to make a railway if people were to come and say I shall start at such a time as I think proper.

4583. Sir *J. Guest.*] Should you have power to stop the carriage of another company; suppose the Brighton, or suppose the South-Eastern, said such a condition will do well for us, should you have power, being the controller of this road, to say you shall not come unless so and so?—Certainly; that control is exercised at this very present moment by the Liverpool and Manchester Railway; it frequently happens in these cases; at the commencement of that work people put engines and carriages on it which the Company would not suffer them to make use of. I have seen an engine some time ago, made by Mr. Hargrave, the person who travels the Bolton line, and the engine was constructed in such a way Mr. Booth would not suffer it to go on the line until such time as it was altered in conformity to what was considered necessary for the safety of their own railway. I think you will find a clause in the Liverpool and Manchester Railway Act by which it is provided that all carriages are to be constructed under their superintendence.

4584. This road belongs to the Croydon?—Yes.

4585. Do you consider the Croydon Railway could stop your carriages coming from the Brighton?—Certainly, if they were not constructed according to their regulations.

4586. Do you consider the Croydon have power to stop your engines altogether, if they think they are not properly protected?—There is a clause to that effect in all the Acts.

4587. Mr. *Childers.*] Is it not a fact that the engineer of the Greenwich must approve of every engine that comes on the Greenwich?—(Mr. *Gibbs.*) Certainly; by their Act of Parliament they must submit every engine and carriage to his approval; he gives a certificate.

4588. Sir *J. Guest.*] By the Act of Parliament, the Croydon Railroad have the entire control over all engines worked on their line?—Yes.—(Mr. *Rastrick.*) It is not only so on railways, but on canals; they do not navigate canals unless they construct their boats according to regulation.

4589. *Chairman.*] Did you say that the engineer of the Greenwich had, in some case, exercised this power, and objected to the engine?—No, he has not objected, but he has certified that he thought the engine fit.

4590. You know of no case in which an engine has been refused?—No, none; we have had no other engines than such as he was likely to approve of.

4591. Sir *J. Guest.*] He has power to deny you the right of passing on the railroad, except at such periods as are convenient to him, taking into consideration the carriages travelling on the railroad?—Yes, that is the bye-law of the Company.

4592. Mr. *Loch.*] The communication with the Croydon and Greenwich is under specific agreements with the two Companies?—Mr. Burchell might speak to that.

4593. Supposing those alterations to take place suggested by this Plan, would it be necessary to make alterations in the agreements between the two Companies, the Croydon and Greenwich?—(*Mr. Burchell.*) I think not, unless the tolls were so ordered that some expense would be thrown on one Company, so as to render it necessary. The only agreement between the Companies at present is as to the tolls, as to the price.

4594. If this were to be carried into effect, there must be some agreement between the several Companies as to the mode in which this expense is to be met?—Yes.

Yes.—(Mr. *Moxon.*) If it refers to taking more land, it would be settled by Act of Parliament, or the agreement of the Companies.

4595. It has been stated, there is no necessity to go to Parliament, inasmuch as the Greenwich has ground enough for those alterations; how is that?—(Mr. *Moxon.*) Provided the Companies agree in the mode of carrying into effect, without pulling against each other, so as to obviate Parliamentary interference; if everything went smooth between the Greenwich and Croydon they could make this improvement; no doubt the Greenwich and Croydon have lands sufficient if they are willing to give them up to each other, and agree about the buildings, to make all the conveniences of that plan; but if they disagreed, our Company would have to come to Parliament for power to build over the lands of the other.

4596. Sir *J. Guest.*] What do the South-Eastern say to this?—They have not had it submitted to them.—(Mr. *Rastrick.*) The South-Eastern propose to have a terminus of their own; a great deal of the traffic coming by the South-Eastern must come to London-bridge, and if they do not agree to join in the expense, they will have to come under some regulation or other.

4597. Have you provided for their coming?—We have got sufficient space for five lines of rails; two for arrivals, two for departures, and one line in the centre for separate carriages, for the whole traffic that comes.

4598. For the South-Eastern as well as the Brighton?—Yes; but there is another thing; I consider that when the South-eastern Railway and the Brighton Railway are completed, these will not be separate and distinct trains, perhaps not above one running extra for their traffic, as it is very likely the Companies would agree together, so that the South-Eastern and the Brighton trains coming so frequently through Croydon will be able to carry passengers for the Croydon Railway. I do not think there would be more departures than at present; there is a departure now every hour.

4599. Sir *J. Guest.*] They do not approve of this suggestion of yours?—We have just been looking over it. Mr. Cubitt is here.

4600. Mr. *Loch.*] (to *Mr. Moxon.*) If the different Companies should agree among themselves, there would be no necessity to go to Parliament for further powers?—We fully agree with that. We think that the question leads to consequences so important, we should like to make a further explanation. It is this: that if the Companies agree among themselves as to those vacant lands belonging to the Greenwich, it will enable the two Companies, for their accommodation, to raise the two lines upon the vacant lands now belonging to the Greenwich Company. But we wish to explain to the Committee, that although that plan is suited to those vacant lands, we think that there will in practice be the difficulties that have been pointed out to the Committee a fortnight ago in some evidence laid before them. For example, we have, in conversations with the Greenwich Company, already applied ourselves to the point, not merely of the expediency of adding to those lines, but as to the mode in which it should be carried into effect; the Greenwich Company has admitted, in fact it has said so in direct words, that it is not expedient, under the great expense they have put themselves already, to try their credit any further, in other words, they are not willing to raise the money which would be wanted to add the brickwork and stations up to Corbett's-lane. The total estimate required for that addition is, say about 60,000 *l.* the value of the land, which, however, the Greenwich Company are willing to give up, and probably 125,000 *l.* for the brickwork, the arching, and the compensations that may be necessary in carrying the line from Tooley-street to Corbett's-lane. Now on the first part, as to the mode of doing it; it appears to us the Greenwich Company are very reasonable; they say we will contribute the land, and charge nothing for it, provided the Croydon and Brighton Companies will agree to bring their credit forward and raise the sum of 125,000 *l.* or thereabouts, or perhaps 150,000 *l.* altogether, to build the additions. The Brighton Company say, in the first instance, Very well, we will lend half of that money necessary to build the additions, upon the strength of the 3 *d.* which the Brighton is to pay, and its toll to the Croydon is to be set apart to form a fund to pay the interest on the sinking fund of 70,000 *l.* they would have to advance. Then came the Croydon, and they say, we are willing to go to our proprietors to raise the sum of 75,000 *l.* by shares or bonds, on condition that the 3 *d.* which they are now engaged to pay to the Greenwich Company on the traffic at present in perspective, be paid over to a fund to pay the interest and the sinking fund of the bonds to be issued. The Greenwich say, No, we have spent so much money, and have made such considerable sacrifices, we cannot afford to part with 3 *d.* on the present

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present traffic, but on all the prospective traffic we will. The amount of the offer of the Greenwich Company to us is this, to withdraw the 3*d.* for the present traffic, and leave us no fund wherefrom to pay the interest on the sinking fund of 75,000*l.*, the Croydon having no case on which to go to their proprietors to raise money to build those additions, to contribute their proportion to build the additions to the Greenwich Railway. Therefore we conclude by saying, what we began with, that though it is perfectly easy in theory to make those additions, it is not so in practice; we do not see the fund.

4601. Sir *J. Guest.*] You mean the traffic now confined to the Croydon line?—Yes.

4602. Do you take into the account the greater increase when all those other lines come to run?—Yes, but that is prospective, if 75,000*l.* were raised there would be 3,700*l.* a year profit.

4603. When the South-Eastern and Brighton opened, they would hold together of course?—The Croydon have spent 520,000*l.* If we were to go to the proprietors to raise 75,000*l.*, they would say, "out of what fund is the interest of that to be paid?" We have said to the Greenwich, as your line is insufficient, suffer the 3*d.* present and prospective to be paid into a building fund, until the interest and the sinking fund are sufficient to discharge the whole of the cost of those additional works; after which, those additional works will revert to the Greenwich Company, which at present does not afford sufficient accommodation for the lines.

4604. You say you will bear half for the road, and the other half is to fall on the Brighton?—The Brighton and the Croydon offer to build on condition that the Greenwich allow the 3*d.* on the present and the prospective traffic to be paid into a building fund.

4605. Your traffic has come on the road; the Brighton has not; they can advance it when it comes?—They will advance it to the Greenwich. We are prepared to advance our 75,000*l.*, and take the risk of 3*d.* of the present traffic paying interest and the sinking fund, and if there is not sufficient to discharge that, then we can take all the risk on the Croydon as to the prospective traffic. We think the prospective traffic will be sure to pay; not only the Croydon Company will be contented to take the risk of 3*d.* arising out of the present traffic not being sufficient at present, but secure the 3*d.* to arise out of the prospective traffic, which would be sufficient to discharge the whole of the 75,000*l.*

4606. Sir *J. Guest.*] Do you propose to leave the whole sum beyond the interest of the 75,000 to the Greenwich as their profit, or do you take your share of it?—No, we say we are under contract to the Greenwich to pay 3*d.* per passenger for all passengers passing out of our station along their line; the consequence is, when the South-Eastern and Brighton Company are finished, the 3*d.* to be paid by the Croydon Company would be for the Croydon, for the Eastern, and Brighton traffic. If the Brighton is agreeable, we consent to advance 75,000*l.* for making this brickwork, being certain that the 3*d.* will repay the Brighton interest and the sinking fund, and the Croydon interest and the sinking fund.

4607. You only propose to take that 3*d.* to yourselves?—Only so long as it will discharge interest and principal; therefore we set up the principle of the Greenwich line not being sufficient for the Southern traffic, we should provide the additional means. Not being able to do so by their present capital, we call on them to allow 3*d.* per passenger to be paid into a building fund. The Croydon Company, therefore, came to this conclusion, that the practical difficulty is, that it would not be able probably to raise 75,000*l.* from its proprietors, because its proprietors do not see security for the payment of the interest.

4608. Mr. *Loch.*] The 3*d.* you are to receive from the Brighton includes the South-Eastern travelling?—No, the contract is very plain between the Croydon and the Greenwich; the Greenwich are not to inquire where a passenger is going to. Every person who gets in at the Croydon station passes over the Greenwich line to go to the southward, and has to pay 3*d.* to the Greenwich Company, therefore we say, let us impound that 3*d.* on all the traffic present and prospective, and we can raise the money.

4609. Then comes the further transaction between you and the Brighton?—We say the Croydon is not sufficiently important to raise 150,000*l.* under the circumstances, but if you will join with us in raising half, and give that explanation to your proprietors which we do to ours, the two companies together, in the absence of the temporary credit of the Greenwich, will be able to raise the whole 150,000*l.*, which we do not feel equal to raise alone.

4610. What

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4610. What do you offer from the Brighton to induce them to come forward with their credit for half?—As soon as the Brighton engage to pay us the whole toll we pay 3*d.* out of that to the building fund as security to the persons who advance money, and we are bound to them for the repayment of the interest and the capital.

4611. Between you and the South-Eastern there is no connexion, the 3*d.* covers the travelling, whether it goes to the Brighton or to the Dover?—The South-Eastern would have to pay their 3*d.*, which is included in the whole toll paid to us. The practical difficulty after all is this, the Greenwich refuse to allow us to carry 3*d.* on the present traffic away, and we say, on going to our proprietors, they will refuse to advance the 75,000*l.*, therefore, though upon theory, s I have explained, the Greenwich are very reasonable in the origin, that is, they will give their land, yet they refuse to allow us to pay 3*d.* to the building fund, therefore we say, with the best dispositions in the world, we cannot succeed.

4612. Sir *J. Guest.*] What interest and what amount of sinking fund is required?—£.3,750 per annum, and a reasonable sum to redeem the capital. The whole 3*d.* reverts to the Greenwich Company on the new line that is built. As the Greenwich have not capital enough, we say we will build the line for you, provided the 3*d.* we now contribute is paid over, not to our pockets, but, to a building fund to redeem the interest and the capital.

4613. Mr. *Freshfield.*] Is not the principle of your arrangement this, that you lend to the Greenwich Railway 75,000*l.* for the means of making the line, to be repaid by means of 3*d.* a mile as long as it is necessary?—There is a difference in the proposal; that is not quite the principle; there is a difference in the proposal of the Brighton and Croydon; the Brighton say we will lend it on the security of the Greenwich; out of the 3*d.* we shall be able to redeem the capital and interest. The Croydon say, we have so strong an interest in the success of it, we will take the risk, we will advance 75,000*l.*, and trust to the 3*d.* on the present and prospective capital for paying it, and relieve the Greenwich of the risk of the profits of the present and prospective traffic not being sufficient.

4614. Without using the word "lend" you furnish the means?—We furnish the means.

4615. Sir *J. Guest.*] In point of fact, you contribute nothing at all to this improvement; you only say we will lend you the money; you make no sacrifice?—We pay 3*d.* for passing over their line; we agree that the line shall belong to the Greenwich Company; which would be paying for the reversion of a traffic the most valuable in England.

4616. That is made up of the 3*d.*; you make no sacrifice beyond that of lending the money?—We say, the Greenwich not being sufficient for the traffic at present, they are bound to find an extension, or else they must come to Parliament.

4617. You say, in point of fact, this, the Committee seem to be of opinion it is not sufficient, therefore we cast the whole on you; we lend the money; you will take care not only to have the principal and interest, but you will take care to see it repaid?—Yes; only we take the risk of the 75,000*l.* on the belief that the reversion of that traffic will much more than pay the interest and the sinking fund, and leave a large after-return to the Greenwich.

4618. You have ascertained there is a sufficient sum to pay the interest and principal, so that you run no risk?—(Mr. *Harman.*) It must be a great advantage to the Greenwich Company, inasmuch as they have 60,000*l.* or 80,000*l.* or 100,000*l.* worth of land lying idle; it is useless; we furnish them with the means of bringing that into active operation; and by this means, eventually, return them a very large amount of interest.

4619. Have they not got that already by their contract with you; have they not got the power; you are not only willing to come to them, you are compelled to come to their line?—They get this, if a Parliamentary Committee say that there is not sufficient accommodation on their line, they must run the risk of losing the traffic altogether; therefore the mode in which we are offering to assist them must ultimately be very beneficial to them, unless, on inquiry, this Committee should be satisfied that there is sufficient accommodation on the line as it now stands.

4620. Mr. *Freshfield.*] Is there not an engagement on their part that they are to carry all the traffic on the line?—Yes.

4621. Sir *J. Guest.*] The fault does not fall on the Greenwich Company if you get into a road that you have no business to do; the fault falls on you; therefore there

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there should be mutual concession; you ought to have seen your way clear as well as they. You say there is quite sufficient room to come into your line?—We should have no objection to put ourselves in the place of the Greenwich Company and purchase the land, and make the railroad ourselves.—(Mr. *Moxon.*) If the Greenwich are unwilling to make the addition, we are willing to come to Parliament to undertake the cost of construction, and apply to Parliament to break through the agreement, to pay the Greenwich 3*d.*, no longer using their line. In obedience to what we considered the wish of the Committee, that addition should be made to the Greenwich line, we have been considering the best practical mode of doing it; it is nothing to consider the theory of adding, we all agree about that, but there is the difficulty in carrying it into execution; that difficulty is, in our opinion, raised by the Greenwich Company, no doubt in pursuance of what it considers its own interests, saying, we must continue to pay 3*d.* for our traffic over to them; we have explained that on going to the proprietors; they will not raise the money; there is the practical difficulty. That which the Committee appear to wish, namely, that we should extend the Greenwich line, though very good in theory, cannot be carried into effect, ; we cannot raise the money. We say, if the state of things remain as it is now, and our proprietors are not unwilling, we will come to Parliament, to say we are willing to raise, not 75,000*l.*, but the whole amount, provided Parliament, dealing between the parties, will say we shall be entitled, not to pocket 3*d.*, but to pay it over to a sinking fund to discharge the principal and interest. We are willing to furnish such accommodation as Parliament thinks fit, provided Parliament extend to us the means, not out of the pocket of anybody else, but out of the 3*d.*, to pay the interest and the sinking fund.

4622. Mr. *Childers.*] The Brighton will advance 75,000*l.*; they advance that on the same ground of repayment, do they not?—Repaying ourselves by our own traffic, by a prospective traffic.

4623. What the Croydon feel they cannot do, namely, look to prospective traffic, the Brighton feel they can do?—No, we are so far looking to prospective traffic because the railroad has not opened, but I take it the Croydon traffic is ascertained to a certain extent, it has opened a short period. The position of the Croydon Company is this, if the Brighton are to repay themselves out of the traffic that comes on their line, surely we ought to have an opportunity of repaying ourselves out of the traffic of our line. Ours, it is true, is prospective, but to a very short extent from Croydon, it is not very different from the Croydon though that is opened.

4624. You will repay yourselves out of the prospective traffic which must go over the Croydon?—We pay ourselves out of the first traffic that comes on our line.

4625. But that must go over the Croydon?—It must at all events.

4626. If it goes over the Croydon, it equally pays money to the Croydon people as to you?—If the Croydon Company consent that this 3*d.* shall go to the fund to repay us, they do not put it in their pockets.

4627. Is it not the fact that you will pay the Croydon 1*s.* 3*d.* for every passenger who goes over their line?—Yes, I believe it is.

4628. Therefore it is clear the Croydon will receive 1*s.* 3*d.*, out of which they propose to lay aside only 3*d.*?—The fact is this, that the Croydon, to accommodate their line to the traffic we are going to bring over it, have been put to a considerable outlay, beyond what was at first anticipated; to accommodate their line to our traffic they have altered the gradients.—(Mr. *Moxon.*) All the Croydon asks for is what the Brighton asks for. The Brighton says "if we are to concur in the execution of this mile and three quarters of brick-work, you must allow us to pay 3*d.* over to the building fund, instead of to the Croydon." The Croydon say, "If we are to concur, allow us to pay 3*d.* for our traffic into the building fund;" that is all we say. I think the proposals from the Croydon and Brighton are precisely similar, they both ask for the 3*d.* for the traffic to be paid over to the building fund. I am requested to add on the part of the Croydon Company, we are perfectly willing that the question as to the building fund should be referred to referrees, we do not wish to decide our own case, we should be very glad to see it referred.

4629. Mr. *Loch* (*to* Mr. *Harman*). Do you consider the present mode of taxing railways on the part of Government is satisfactory to you?—I do not think we have gone into that question.—(Mr. *Moxon*). All I can say is, it is expensive

to

to ascertain the mileage between station and station; it is easy to ascertain the direct traffic, but not so easy on the short stations.

4630. You have never turned your mind to consider how it affects your traffic, especially as to cheap passengers?—We would be much better pleased to see, in the several fiscal regulations of the State, more particularly those which apply to us, to see all parties placed on an equality, by abolishing the stumbling-blocks to traffic, taking away the taxes on post-roads and railroads altogether.

4631. But if you were forced to pay a tax, have you any objection to meet it as it is levied now?—I apprehend, practically, it is levied in this way: the returns of the company are taken without Government interfering; they are content to inspect the returns of the books of the companies; therefore we shall have no objection to that.

4632. Has it entered into your consideration, in fixing the fares paid by the passengers, the amount of the Government tax?—No; we have not been long enough established to know whether that is a serious item. My impression is, that the tax at present is not unfair, supposing a tax is to be paid on the transit of passengers at all.

4633. It does not appear to you it bears more heavily on the low fares than on the high fares, it being the eighth of 1 *d.* per passenger per mile?—I cannot see how that is unfair. So long as a railway is charged so much per mile to the passengers, it cannot signify whether the passenger goes one mile or 100 miles; it is to be so many eighths of 1 *d.*; if eight miles, it is 1 *d.*; if one mile, it is the eighth of 1 *d.*

4634. Would it, in your opinion, be a better mode of taxation to put a certain percentage on the gross income arising from passengers, than the present mode of imposing the tax?—I think it would; it would relieve us from the necessity of keeping clerks, especially for ascertaining the mileage; the greater portion of the expense of companies being on the intermediate traffic than it is from and to the end.

4635. Does it not give a larger percentage on low fares than on high fares?—(Mr. *Gibbs*). It does.

David Rankine, Esq., called in; and Examined.

4636. Mr. *Loch.*] YOU are Manager of the Edinburgh and Dalkeith Railway?—I am; and also for a branch company joining.

4637. Have you been long in that situation?—From the time of opening the railroad, in 1831.

4638. On the Dalkeith Railway there are no locomotive engines?—No.

4639. The carriages are drawn by horses?—Yes.

4640. In what mode do you pay the Government tax for passengers?—We have paid a composition of the mileage or capitation tax in the same way as all railways under the Stage Carriage Act passed in 1832, and we have paid also assessed taxes, as on private carriages, horses and servants.

4641. You are not assessed according to the ordinary mode of assessing railway passengers, at the rate of the eighth of a penny per passenger per mile?—We are now, since the 11th of October, when the composition was discontinued; we have that now, and in addition to that we are charged to the assessed taxes.

4642. Are you still?—Yes; we pay the same tax as steam-worked railways, and in addition to that the assessed taxes.

4643. Are you quite sure you still pay the assessed tax in addition?—I am quite sure we do; about six weeks ago the Treasury, on our petition, authorized the Board of Stamps and Taxes to remove the horse tax.

4644. You still pay for carriages?—Yes, and servants.

4645. In consequence of that mode of taxation upon your railway being altered, and that which has been the method of raising the tax in England having been imposed upon you, have you considered how far that method is in your opinion objectionable or otherwise?—I conceive it to be very objectionable as it applies to railways in the more distant parts of the country, like Scotland; and as it may be in the more distant parts of England where the passengers are of a class which cannot pay such high fares.

4646. You think it bears an unfair proportion to the low fares of the passengers?—Certainly it does; that mileage or capitation tax is just high in proportion as

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the fares are low; it is always the same according to the distance, but it is a higher rate on low fares.

4647. Have you made a calculation of what percentage it is on the larger railways in England, as compared with those you are more connected with in Scotland?—On the great English railways where the charge is about 3 *d.* per mile per passenger, it amounts to about 4 per cent. of the gross revenue of those railways; I speak from a return shown me by Mr. Grainger, civil engineer of Edinburgh, from which I took extracts.

4648. On those other railways?—On the Edinburgh and Dalkeith Railway the percentage on the gross return is about 14 per cent., and if it was on the net revenue it would be very high indeed, very nearly 50 per cent.

4649. Mr. *Freshfield.*] What is the length of the railway?—Eight miles and a quarter on the main line; the greatest distance coaches travel is nine miles and a quarter.

4650. What fare do you charge?—Eightpence is the highest fare, about 1 *d.* per mile, that is the ordinary fare; there is a first class fare of 10 *d.*, but the numbers are so very few it is scarcely worth referring to.

4651. Is 8 *d.* the uniform rate?—Eightpence is the highest fare for the great majority of the passengers, and there are half fares for anything short of a halfway station.

4652. You take none below 8 *d.*?—There is a fare of 6 *d.* between Edinburgh and Musselburgh.

4653. For the whole journey you do not take below 8 *d.*?—For the whole journey between Edinburgh and Dalkeith, and the line going beyond, the highest price is 8 *d.*, between Edinburgh and Musselburgh 6 *d.*, between Musselburgh and Dalkeith 6*d.*, Edinburgh and Leith 6 *d.*, and Leith and Dalkeith 8 *d.*

4654. Mr. *Loch.*] By a Return made to this Committee, the average per mile per passenger of the second class is seven-eighths of a penny per mile?—Yes; would explain how that arises, it is in consequence of the variety of distances travelled by different passengers. I made an average from the Return I gave to the Stamp-office, which was pretty complicated.

4655. Do you pay on those passengers after the rate of one-eighth of a penny per passenger per mile?—Yes.

4656. I see by the same Return from the London and Birmingham, that the average fare per mile of each passenger exceeds 2 *d.*, and then they pay after the same rate?—Yes.

4657. Then of course they pay a smaller per cent. on their passengers than you do on yours?—Yes.

4658. In your opinion, does that operate against railroads lowering their fares?—It must do so, because they have an interest in raising their fares, and to limit the number of passengers, for the tax rises with the number of passengers.

4659. In fixing the fares of passengers on your railway, have you taken into consideration the amount of the government tax?—Certainly; we raised our fares from 6 *d.*, or $\frac{3}{4}$ *d.* per passenger per mile, to 8 *d.*, or nearly 1 *d.* per passenger per mile, for the longest distance; but taking it at the average, it amounts to about $1\frac{1}{16}$ *d.*

4660. What was the effect of raising the fares?—A considerable diminution in the number of passengers; but, on the whole, more money has been collected.

4661. So that the Company are not losers, though the public are?—The Company endeavour not to be losers; it has been tried only since the month of December. I am in hopes it may cover, or nearly so, the complete capitation tax or mileage tax, which would have amounted in the year 1838 to between 900 *l.* and 1000 *l.*

4662. Has it occurred to you what would be the most preferable mode of levying the tax which you think operates so unfavourably on passengers travelling for low fares?—It occurred to me, when considering the subject, that a perfectly fair tax would be a percentage on the gross proceeds from the passengers

4663. Would that be an easier mode for Government to collect it, as well as easier for you to keep your books?—Yes; and I talked with the Comptroller of Stamps and Taxes for Scotland; he has been considering the subject; I saw him a day or two before I came to London, and he was of the same opinion, that nothing was so easily ascertained, and nothing so difficult to evade. The present tax could be evaded, provided the officers of a Company were so disposed, but the other could not be evaded.

4664. You

4664. You think the public would have an advantage from the new mode of taxation, as well as railway companies?—Yes, I think the public revenue might derive an advantage.

4665. What is the amount of tax you would pay according to the present system, taking passengers to the same number?—On passengers in the year 1838 we should have paid, provided the tax had been the same as it is now, for the whole of that year, about 940*l.* as railway mileage tax.

4666. Suppose a percentage at 4 per cent., which you mentioned as the average of English railways, what would have been the payment to Government by your Company for the same number of passengers?—About 270*l.* odd.

4667. How do you propose to make up the difference between the 940*l.* and 270*l.*?—The number of railways in which that diminution would take place is very trifling, and the whole amount of taxes drawn from them small. I conceive the loss to Government from that change would be very trifling, and if the tax on travelling were extended to all water conveyance, the loss would be a great deal more than made up by that.

4668. If you are to look only at the traffic by railways, confining you attention to that, how would it be made up?—The railways in the more distant parts of the country would be extended; instead of having a check put on them by the present mode of taxation, they would then extend, and the public revenue would be increased by that means. They would become feeders to the great railways. As to the great railways, the tax would be nearly the same in amount; 4 per cent. of the gross revenue would be nearly equal to what they pay just now, from the calculations I have made from the extracts received from Mr. Grainger.

4669. Government would lose the difference on the smaller railways?—Yes; but if it was ascertained what that would be, I believe it would be found to be very trifling, there are so few yet.

4670. To a certain extent that would be made up by the increased amount of travelling?—I conceive so; so few are in existence, and so many would be called into existence by that new mode of taxation, that it would make up for the loss.

4671. As you seem to have turned your attention to the subject, have you any suggestion to make in addition to what you have already given to the Committee?—The only suggestion that I have to make as to taxation is, that it should be a percentage of the gross returns on passengers, and that it should be quite general.

4672. How do you take your tickets on the Dalkeith Railway?—We do not use them, there are so many different places for lifting passengers; it is a very populous country; there are a great many villages; and we have always found that many persons would not tell, or did not make up their minds, where they were going, which causes great confusion in using tickets.

4673. In what way do you secure the honesty of your servants?—The honesty of our servants is secured by repeated checks by the station-keepers, besides a coach-guard checks the business of every train.

4674. Do they count the number of passengers who get out at every station?—Yes, they count them near the starting point, and also near the half-way, and mark on the way-bill carried by the guard; and according to that marking, the drivers, who take the fares in the way to occasion least delay, pay over the money at the end of each trip to the cashier. The station-keepers also book the charge from the way bill against the cashier.

4675. In what way do you satisfy the Government returns of the number of passengers carried, if you keep no ticket or check-book?—The books are kept thus: the way-bills are entered regularly at the end of the journey, just as they arrive; that is the book to which the Stamp-office has a right of access whenever it chooses.

4676. Is it possible for such a thing to happen as that the Railway Company should not choose to put down the true number of the passengers, in which case Government would have no means of knowing it?—It would be difficult and expensive for Government to keep such a check as to find that out. Suppose I gave orders to the station-keepers to enter two passengers as one, at double the fare, so that the money will appear the same in the Company's books, it would be rather difficult for the Stamp-office to find that out; they might also get false returns of the mileage; they would require to measure every railway themselves.

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4677. You would be at the same risk with your servants as Government would be in regard to you in that case?—No, we have efficient means of checking; there is a danger of being detected, such as no servant whatever would incur.

4678. The same danger extends to you as a Company, if Government were to watch you?—It might watch us, but it would be attended with a great deal of expense; all combine against the tax surveyor.

4679. Did you come up from Edinburgh now by the railway?—Yes, from Preston.

4680. Were you able to take a place from Preston all the way to London?—No.

4681. Did you attempt to do so?—I took my ticket as far as I could always. I found I could only take it 22 miles, to Parkside, and then another to Warrington, and then a third; that was three times on the road.

4682. Did you experience much inconvenience when you got to Parkside?—It is always inconvenient to change coaches and change luggage; I might not have thought it inconvenient if I had not been travelling with luggage. I was told to keep a sharp look out on the luggage; I did so.

4683. What accommodation had you to wait in till the Manchester train came up?—I think a covered place.

4684. You were under cover?—I think so; the weather being warm, I paid little attention to that.

4685. Had you a difficulty in getting your baggage forward?—No, there were plenty of people to hand in the baggage backwards and forwards between the carriages.

4686. You met with no unnecessary detention?—No, I cannot say I met with any want of attention; certainly I have heard complaints from others, but saw nothing of the kind myself.

[Mr. *Moxon* recalled.] We have reconsidered the questions put to us, as to the bearing of the eighth of 1*d.* on the traffic, and certainly, on reconsideration of the way in which the passengers are divided on some of the railways, into third classes, and then second classes, and then first, we find that the eighth of 1*d.* applied to all the traffic is a good deal like the mode of levying the tax that formerly prevailed on wine and tea, when the duty was the same on all qualities, instead of discriminating between one and the other. We find, on looking into the calculation, that the eighth of 1*d.* bears heavy indeed on the rational recreations of persons confined in large towns and London; therefore, on the first 10 or 15 miles of railway we think it would be better if Government were to discriminate between the eighth and sixteenth of 1*d.*, and take, as is suggested, a percentage on the gross returns.—(Mr. *Rankine.*) As to the diminution of passengers from the rise in the fares of the railway, it happened that on a fast-day, when there were usually from 5,000 to 6,000 passengers, the fare was raised from 6*d.* to 1*s.*, the consequence was that the passengers diminished to one third of their former number; the diminution is now about 1,500 a month in consequence of a rise from 6*d.* to 8*d.*

4687. Did you make that rise for purposes of your own, or did you do it in order to cover the Government tax?—To cover the Government tax, that was our object. When asked how much I proposed to raise it; from the knowledge I had gained of the diminution of passengers, in consequence of raising the fares from 6*d.* to 1*s.*, I drew this conclusion; that 1*s.* 3*d.* would stop the traffic, or that so few would travel that they would not be worth conveying, therefore I proposed to take the mean of 7½*d.*, as that which would produce the greatest amount of money.

4688. In rising from 6*d.* to 8*d.* you did more than cover the amount of the Government tax?—Yes, it is necessary to take an even sum.

Martis, 2° die Julii, 1839.

MEMBERS PRESENT.

Mr. Henry Baring.
Mr. Childers.
Mr. Freshfield.
Mr. Greene.
Sir John Guest.
Mr. Loch.
Lord Viscount Sandon.
Lord Seymour.
Mr. Thornely.

THE RIGHT HON. LORD SEYMOUR, IN THE CHAIR.

Robert Stephenson, Esq., called in; and Examined.

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4689. Mr. *Loch*.] YOU are still engineer to the London and Birmingham Railway?—I am.

4690. Your father made the original survey of that line, did he not?—Yes, we made it in conjunction.

4691. The works were executed under your directions?—They were.

4692. Did the expense of the road exceed the original estimate considerably?—Very considerably.

4693. Have the goodness to state the causes which led to that excess?—The first cause which led to the excess of the engineer's estimate, properly so called, was the expense of very heavy works, heavier in fact than we had had to encounter in this country before; the prices which would execute the great works very far exceeded the prices which would execute the small works, though precisely of the same character; the expedition also necessary increased the expense of some of the great works, I should think 40 or 50 per cent. Other contingencies arose, such as the Kilsby tunnel, against which, of course, we could not by possibility guard; there was an immense field of water which required an enormous expense to overcome; and then again, the engineers' estimates, as laid before Parliament, very seldom, if ever, include a correct estimate; sometimes it is an assumed estimate of the cost of stations; and as we have gone on improving our railways, we have gone on extending the accommodation; and the very principal excess, or at least a large item of the excess, arose entirely from the stations on the line.

4694. In point of fact, do you find that the public require larger accommodation at the stations than was originally contemplated by the company?—Unquestionably; in fact, at the time the estimate of the London and Birmingham Railway was made, it was apprehended that something like 25,000 *l.* or 30,000 *l.* for a station at each end of the line was ample; but they have exceeded 100,000 *l.* I have no hesitation in saying that the expense of stations has been eight or ten-fold beyond that originally contemplated. The plan was on much too small a scale in the stations originally contemplated. The Liverpool and Manchester at that time was fitted up very much on that scale of station which cost 15,000 *l.* or 20,000 *l.*; they have gone on increasing the accommodation to the public as necessity demanded; but when we made the estimate we were not prepared for those accommodations.

4695. Was it part of the arrangement that the Great Western should have the same station as you at Euston-square?—That was a subsequent arrangement; the Great Western Bill was lost the first year; the estimate was afterwards made on the assumption of their joining us about four miles from London, but it was found impossible to carry that out.

4696. Is it, in your opinion, advantageous for your company and the Great Western that they should not have the same station?—I think it is a disadvantage to the company.

4697. Would it not have led to confusion to have had one terminus for two railways of such important lines?—Not at the station; I think one-half of the

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space at Euston-square is yet vacant; the plan was originally designed by me for two distinct stations.

4698. Mr. *Baring*.] When you state that you think it is a disadvantage to the public, you refer to the locality of Euston-square being more advantageous to the Great Western than their present station?—That is one circumstance; but I think a person who came along the London and Birmingham might wish to branch off into the Great Western; he might have gone across the country without coming into London; I think persons would find the union of the two lines in one economical in that way; but I think, in addition to that, the advantage of centralization in a town like London would be very great.

4699. Mr. *Loch*.] You would have had no difficulty in bringing them to the same station at Euston-square?—No, except the difference of gauge; the extension line from Camden Town is composed of four lines, with a view of accommodating them; we should have brought them in on a distinct line.

4700. It is not your opinion that that would have been attended with very great danger?—Certainly not; the danger, if any, would have been at the junction of the two lines, four miles from London, and not in London.

4701. Do you think the junction could have been managed without danger to the public?—I think it could.

4702. Would it have been necessary to have communicated there?—Yes, or they would have had to have made two lines of railway along that part all the way to London.

4703. You were understood to say it was your intention there should be four lines of railway all the way to London?—Only from Camden Town, where the locomotive engines are, but where the chains are unhooked, and they are thrown down by force of gravity; there would be two lines in order to meet the case of a train arriving within five minutes before the other had gone on.

4704. Under the direction of which company would the trains of the Great Western have been after they came into your line?—I should say under the directions of the London and Birmingham, under their bye-laws, certainly.

4705. Would you allow any locomotive engines to travel upon your line?—I think that would have been unavoidable that distance.

4706. What is your opinion of allowing the locomotive engines of one company to travel on the line of another?—I think that very great delay, very considerable danger, and great additional expense, would accrue to all the companies concerned, in consequence of the engines being a long way from home. Every company almost must have a repairing shop on the line of another company, and the number of engines would have been increased; if a company, say the London and Birmingham, ran their engines to Liverpool, it is highly probable that accidents might occur upon that line, and the engine have to be brought back to the London and Birmingham to be repaired, or some arrangements made between the companies, which would give rise to very great inconvenience, or the companies must increase the number of their establishments.

4707. In the event of the companies thinking it to their advantage, is there any apprehension beyond that you have mentioned?—I think there would be risk of collision, unless they keep their times to a degree which is not to be expected; if a train be delayed, I will take a case in point, the London and Birmingham and the Midland Counties, suppose a train arriving from the Midland Counties comes on the line of the London and Birmingham, passing on to London, the period of their junction might have been very well arranged, supposing all the trains on the London and Birmingham to have kept their time; but suppose one of them to have broken down between Birmingham and Rugby, that would interfere with the Midland Counties, and they could not run along with that complete certainty they ought to do along a line of railway; and moreover, the engine-men I think ought to be familiarly conversant with all the code of signals which each railway has; if you suppose a man to run from London to Liverpool, you extend his knowledge over a greater surface, and the probability is, he will not be sufficiently master of it; it would be possible, I think, for all the companies to arrange a code of signals which might be almost universally applicable, but at present they are very different.

4708. Would you apprehend any danger from the rivalship of two separate railway companies?—I have no doubt that would spring up; competition naturally gives rise to emulation.

4709. The Midland Counties Railway will be very soon finished, so as to join the London and Birmingham?—In the course of next year.

4710. What

4710. What arrangement has been made between the respective companies as to locomotive engines?—I am not aware of any arrangement having been made; it may have been spoken of; but I believe it is not intended to allow the engines of the Midland Counties to run over the London and Birmingham, nor *vice versâ*; I believe the carriages of the Midland Counties are to be hooked on at Rugby.

4711. The Derby and Birmingham will join the London and Birmingham sooner, will it not?—Yes, at Stonebridge.

4712. What is the arrangement contemplated between the two companies there?—That the London and Birmingham are to keep an engine at the junction, to take forward to Birmingham all the passengers that come from Derby; the Birmingham and Derby will arrange their trains, so as to meet the London train going from Birmingham; in consequence of the new Birmingham and Derby trains having passengers both going to London and Birmingham, they are obliged to keep two engines.

4713. It is not the intention that the locomotive engines belonging to the Birmingham and Derby shall travel on the London and Birmingham?—No, not now; it was, four months ago, arranged that the Birmingham and Derby engines might run on to Birmingham, but not to London; it has been since considered that it would not be desirable to permit the engines from the Birmingham and Derby Railway to come upon the line, even to Birmingham, but to take on the carriages by our engines.

4714. The carriages may run both ways?—Yes; great inconvenience would arise to the passengers from so many changes, if that were not done.

4715. Mr. *Baring*.] When will that occur?—About the end of this month.

4716. Mr. *Loch*.] What greater inconvenience would there be in letting the engines of the Derby and Birmingham into the station at Birmingham, than in allowing those of the Great Western to come on to the station at Euston-square?—I think the inconvenience at Birmingham would have been greater than to allow the Great Western to come on to Camden Town; at Camden Town we have plenty of space, which we have not at Birmingham; I think where the distance is very short, and the space sufficient, they may run together.

4717. What distance will they have to run along your line to get into Birmingham?—About eight miles.

4718. It is because you had not sufficient room at Birmingham you have made an arrangement that the locomotives shall not go on to Birmingham?—Yes.

4719. Would their locomotives take more room than yours?—No; but we should have two engines instead of one.

4720. Would not you require an additional number of engines to draw their carriages?—No; it is only eight miles, and the engines are always waiting about ready. I think it may be arranged with the engine which runs from Birmingham to Wolverton. We have also engines from Birmingham to Stonebridge which might bring in that train.

4721. The general result of your opinion is, that for short distances, a locomotive of one company may, without much risk or inconvenience, be allowed to go over the line of another company, but for long distances not?—Yes, that is the general result.

4722. Mr. *Freshfield*.] Is that because you can calculate more accurately about the time they leave?—Certainly.

4723. You could not calculate so exactly if the distance were greater?—Certainly not.

4724. Sir *John Guest*.] Suppose one engine were going every ten minutes, and another coming?—I think that would be found very dangerous.

4725. Take the instance of the Greenwich Railway, running a short distance and going every ten minutes, and long trains coming in from Croydon or Brighton, do you consider that practicable or impracticable?—I do not consider it impracticable; bu tit is not an arrangement by any means which I should have sanctioned. I think it extremely dangerous, as the engines become multiplied.

4726. Mr. *Greene*.] Would your objection apply equally to mail trains which go at regular times?—The mail trains, like all others, are subject to accident; all the other trains ought to run with the same precision, but they are all subject to accident, to casualties on the line.

4727. Whether the engine belonged to the London and Birmingham or to the Grand Junction, it is alike subject to accident?—Certainly.

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4728. What is the additional danger arising from the one or the other?—Because it would be increasing the number of engines travelling on the line. On the Midland Counties, or the Birmingham and Derby, there would be three mail trains moving on the line up to their respective junctions.

4729. Supposing it were proposed that any one company should convey all the mails from London to Liverpool; that the London and Birmingham, for instance, were to contract to convey the mail from London to Liverpool, do you conceive there would be any great degree of injury likely to arise from that?—I think there would; the engine which conveys the mail would run from London to Liverpool. The inconvenience of having their own engines so far from their own central establishment, where the repairs are carried on, is a very great objection in the first instance; but the London and Birmingham engine would be travelling on the Grand Junction in addition to their own engines, therefore there must necessarily be an increase of engines on the Grand Junction line, unless you have also an arrangement between the Grand Junction and the London and Birmingham that they should take the passengers also from Birmingham to Liverpool by the mail train.

4730. It would be the interest of the London and Birmingham to carry all the passengers they could, consistently with not overloading their train?—Certainly; but suppose they arrive with a full train of mails at Birmingham from London, and immediately go on to Liverpool, the Grand Junction, in all probability, would have another train at the same time to accommodate Birmingham.

4731. Would there be a greater degree of risk under those circumstances than at the present moment, the London and Birmingham now carrying the mail to Birmingham, and the Grand Junction carrying it on to Liverpool?—Yes.

4732. Is there a greater degree of risk of being overloaded with passengers in the one case than the other?—No, there is no greater risk of that; but it would increase the number of engines; and there might be engine-men who are probably unacquainted with the Grand Junction arrangements, with some of their bye-laws, with their code of signals; at present the arrangements of the London and Birmingham are, I believe, if they run one engine through from London to Birmingham, they stop at Wolverton and change the engine. If this were done the London and Birmingham establishment should be increased in number; it would compel another establishment at Liverpool, which would be to London as well as Birmingham, for the reception and accommodation of their own engines; in fact, it would interweave the squares of the railway companies so into each other, that it would become so complicated, I cannot conceive how it could be carried on.

4733. Sir *John Guest*.] Taking the case of a long train running on the line of another company, do you think any system of signals, either stationary or carried by the men, could protect by possibility from accident?—I think signals might be established which would prevent much danger.

4734. Suppose foggy weather?—That is the only circumstance which needs to be guarded against; sometimes the fogs are such as to render the red lights invisible till you come close to them.

4735. It requires great care on the part of the operatives?—Yes; I think the code of signals which has been framed on the London and Birmingham is such as almost to meet every case that can arise.

4736. Mr. *Loch*.] You have said that one of the principal reasons why the Great Western did not fall into your line was the different gauge of the two railways?—Yes, it was.

4737. Sir *John Guest*.] Was not there a difference first as to the rate of payment?—No; I think if the width of gauge had been adopted, probably the differences between the companies on that point perhaps might have been accommodated; it was before they fixed the gauge; but I was desired to report on the facility of the junction, assuming the gauges to be determined, which was, as far as I was concerned, the same as if the gauges had been fixed.

4738. Mr. *Loch*.] You have alluded more than once to the difficulty that there would be to a locomotive travelling over the line of another company, in consequence of the ignorance that the engineers would have of the signals of the respective companies?—Yes, as they now exist, for I know them to be very different.

4739. Would it, in your opinion, be at all useful that there should be a superintending board, which should regulate the different railways, including the signals used on each?—I think that is the only tribunal that would be really useful whenever

ever a difference arises between two companies, as to a bye-law, or a signal, or even the price; if they cannot agree between themselves, it would be very well referred to a board, which should act as an arbitrator between the two companies.

4740. Sir *John Guest.*] Do you think such board would be so satisfactory to the different companies that they would be inclined to leave their interests in their hands?—I do not know how far it would be satisfactory to them, but as a proprietor in railways, I should be disposed to leave my interest in their hands.

4741. Mr. *Loch.*] That would depend on the constitution of the board, and the extent of their power, probably?—Just so; they would act as an independent party; it is so difficult now to get two parties to come together to negotiate on broad liberal terms; there is far too much diplomacy displayed; when they meet they merely make the object appear to be, in many instances, to overreach one another, than to come to a simple understanding.

4742. The determination of such a board, in your opinion, as an arbitrator, might be useful?—I think so.

4743. You say among the matters of such board to regulate would be the fares to be charged by the respective railway companies?—I will suppose a case: we will say the Midland Counties agree to run from Derby to Rugby with three classes of passengers, first, second, and third; in my opinion there ought to be a third on almost all railways. We will suppose that the London and Birmingham Company say that they will run only first and second class; the Midland Counties arrive at Rugby with a third class of passengers travelling very cheap, the London and Birmingham probably charge them a second-class fare on their own line; I do not know how that is to be settled between the companies; I think that is a point which should be referred to a board.

4744. Sir *John Guest.*] Suppose an agreement by the companies to leave that to arbitration without a board, would not that be equally efficacious?—I look upon the board as an individual; I think I should rather leave my case to a small board; I do not think a numerous board would be desirable.

4745. Mr. *Loch.*] That board would act on principles applicable to all companies?—Yes; cases might arise on which they would not be applicable.

4746. Sir *John Guest.*] Should not the members of that board be men able to investigate and decide mechanical questions?—No; I think if they are capable of understanding them when explained, they would be able to give them their due weight better than an engineer.

4747. Mr. *Freshfield.*] And have less prejudice on the subject?—Yes.

4748. Mr. *Loch.*] Would there be any difficulty in settling the amount of fares to be paid between London and Derby, so as to proportion between the two companies the amount of the fares to be taken?—I think nearly all the branch railways are at the mercy of the London and Birmingham, at least in a great degree. I will take the case of the Birmingham and Derby, which will be opened the next year. The London and Birmingham Company are now charging certain fares up to Stonebridge, and the distance will be increased in consequence of going round. The Birmingham and Derby, and indeed any other branch railway, even the Midland Counties, would be very much injured unless the London and Birmingham Company were to reduce the fares in respect of all going to places situate at a distance from the railway, and the value of the line of railway would be greatly lessened to the country round.

4749. Is not the London and Birmingham Railway, as the Act now stands, prohibited from making any arrangement of that sort?—I do not know.

4750. You are obliged to make the same charge rateably over the whole line, are you not?—Yes; and I think that that is a most objectionable feature in the thing.

4751. That clause is inserted by the Standing Order of the House of Lords, is it not?—I believe it is.

4752. Mr. *Greene.*] Would there not be infinitely greater danger if it was left to the discretion of the London and Birmingham to charge as much as they pleased on each portion of the line?—I think it ought not to be left a perfectly open question to them; that might give rise to a gross abuse; it should not be compatible for them, for instance, to charge a less rate of fare upon their own line beyond Rugby than it would be to Derby; they should leave Birmingham and Derby and the Midland Counties in the same situation.

4753. At the present moment they pay a certain sum per mile along the London and Birmingham line?—Yes.

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4754. What is that amount?—Two-pence halfpenny per mile.

4755. They charge the same for all intermediate places, and throughout the whole line?—Yes.

4756. Is not that a much fairer course than if they were at liberty to charge passengers who went the whole line 2 *d.*, but 2 ½ *d.* to those who came the shorter distance?—The shorter distance, in my opinion, ought to be the lowest; it is the short traffic that ought to be charged very low: for instance, to Watford, 15 miles from London, they are deriving scarcely any advantage from the London and Birmingham Railway, though it goes close to them, because the fares are so very high; many of the Watford people come by the coach, and do not lose much time by it, because the coach takes them down to their place of business in Holborn; but when a person comes by railway he has paid nearly the same per mile as he would by coach, and he has to take an omnibus to go into the city or Holborn, or wherever it may be. I will take the case of St. Alban's: it is, relatively from London, farther now than it was five years ago; I consider it more than 20 miles from London now (though it is only 20); in relation to places on the line, therefore, the tendency of the railway is to concentrate distant places, bringing them near, according to the present arrangement, and to make places near London in effect further off.

4757. Mr. *Freshfield.*] When you say the short distances ought to be charged lower, you mention that for the benefit of persons in the neighbourhood, not of the company?—No, purely for the benefit of the country.

4758. Is not the effect of lowering the fares to throw the coaches off the road?—Yes; but if it is supposed that the railway company only lower their fare to throw the coaches off the road, and then to raise them again afterwards, that would be very unjust; but I do not think they would do that.

4759. You are not aware, perhaps, of the evidence of Mr. Glyn upon that subject?—No, I have not read a tittle of the evidence; but I think a railway company would very much mistake their way if they did that.

4760. Do you mean that it has not entered into the consideration of the board whether they should lower the fares to drive the coaches from the road?—I cannot say that.

4761. Sir *John Guest.*] You mean to say that the tolls ought to be so regulated as to enable persons to travel more expeditiously and cheaply?—Yes; from St. Alban's they might go more expeditiously; I would allow a coach proprietor to take passengers to London for a specific sum of money; he brings them for a specific sum of money to the Watford station, then they are taken to London by the railway; the railway company allow to the coachmaster a fair remuneration for bringing those passengers to Watford, and they take the remainder, small or great, for the use of their own power of railway; there will be an addition to their own income, for they would require no more servants, and would get a larger income.

4762. Are you aware that taking a carriage on the railroad to the Roade station, and then posting from thence to Northampton, costs an individual as much as if he had posted all the way?—To the first-class passengers it would, probably; not to the second class; there is a question involved in that, whether, substantially, the present fares ought to be reduced or not; it is undoubtedly the case on a railway, that as you diminish the tolls, you increase the number of passengers; but that is objected to; it is said, then you may go on reducing till there is no profit remaining to the company; it depends entirely upon the class of persons going, whether money or time is most valuable to them. The first-class passengers, such as merchants and professional men, and so on, probably will take the first-class carriages; to them money is not of so much importance as time, consequently I would keep those fares high; but to a tradesman, to whom money and time are both important, a different scale ought to be adopted; and I think there is a class of people who have not yet had the advantage from the railway which they ought, that is the labouring classes.

4763. What would you do with that class to whom time is no object, who are travelling for pleasure?—Then they may post.

4764. Mr. *Loch.*] In the event of the Derby and Birmingham joining you, as it stands at present you must demand the full rate up to the point of junction between your railway and the Derby and Birmingham?—Yes.

4765. If they charge after the same rate to Derby, will not the amount of charge

charge they will be obliged to add to your charge operate against the public?—Certainly.

4766. Whereas if you were allowed to lower your charge, it might be arranged between the two companies that the charge of each might be lowered, and the public receive the convenience, while the railways are benefited?—Precisely so; and it is impossible to give to places at a distance the advantage of the railway.

4767. Mr. *Baring.*] Would you rather lower your second-class charge than have a third class?—I think the second class would bear lowering now, but I think there still ought to be a third.

4768. Sir *John Guest.*] Suppose you choose to call those first-class passengers second-class passengers, and charge them so, have not you the power?—We have the power.

4769. Does not that attain your object?—No, not by any means, in my opinion.

4770. Suppose you say, We will charge you as second-class passengers, would not that attain the object you wish?—No, because there a great many now called second-class passengers; the number would not be increased by lowering the fare.

4771. Suppose you chose to say, You are going to Derby, we will take you to Stonebridge, and consider you as a second-class passenger, but you shall go in a particular carriage?—That would be booking a first-class passenger to Derby for the second-class fare of a passenger from London to Birmingham; then the company would be liable to very great imposition, for he might go and book himself to Derby up to Stonebridge, and then it might be advantageous for him to go on from thence to Birmingham; it would in some degree meet the case that I put, but I think it is rather a clumsy way of doing it.

4772. Mr. *Loch.*] In point of fact, you think the Standing Order, as it now stands, and is applicable to all railways, acts disadvantageously to the public?—I certainly do.

4773. In your great experience on this subject, are there any other Standing Orders of either House of Parliament which you think operate against the interest of the public?—I am not aware that there is any one which operates so powerfully as that; it actually limits the use of the railway.

4774. It being your opinion that railways ought to make an exertion to accommodate third-class passengers, do you think that the mode in which the charge is laid on the passengers at present is fair or unfair?—I think, as the railway is intended for all classes, it is unfair.

4775. Sir *John Guest.*] Suppose that clause repealed, and you had power to charge to any persons any fare you thought proper, would not that be unfair?—Without some limitation, I would not give it to the railway companies.

4776. Suppose you gave it to one station over another?—Yes, it might be unfair.

4777. Mr. *Loch.*] A power might be given to the board which has been referred to to regulate that?—Yes; if a power were given to railway companies in a number of cases which would arise, it would not be necessary for a central board to decide on all those points; I think the power ought to be given to railway companies, and any flagrant case of that kind would very soon come before the board.

4778. Mr. *Greene.*] Rather as a court of appeal from the directors?—Yes, just so.

4779. Sir *John Guest.*] If they gave the power as to passengers, they must equally give it as to goods; would not that enable them to charge one lower than another?—I think their own interest would protect the public from any abuse; in the canal system at present established the system of drawbacks is extremely common for the traffic going off at particular points.

4780. Do you not think that that has been strictly guarded against in late Acts of Parliament, in consequence of its being found objectionable?—It may have acted in some places injuriously to the public interest, but I am persuaded there are some cases in which it was of great advantage.

4781. Mr. *Greene.*] In point of fact, has it not been found cheaper to carry goods on the canal the whole length of the line rather than to pass into the branch line?—It might act in that way. I know that that to which I refer has been the case with respect to the Grand Junction Canal. There is a drawback allowed for all

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all canals that come along the same line, the Grand Union, for instance, that is exactly tantamount to allowing an arrangement between the great railway line and the branches.

4782. Sir *John Guest.*] If it were left to the company, would they not have it in their power to make a higher charge along their own line of canal than the proportion of their whole distance?—It might be subject to that; there is no guarding against every case of that kind.

4783. Mr. *Loch.*] As the tax is now levied, it would operate against the company's desire to have a third class, inasmuch as the tax would bear a greater relation to the low than to the high fares?—Certainly; the tendency of it is not to give the lower orders the facility of the railway.

4784. If the tax were levied on the gross income from passengers, it would avoid that difficulty?—Perhaps it would.

4785. Would you, as far as you are able to judge, think the London and Birmingham would be dealt hardly with if it was laid upon the gross income by passengers in place of the present mode?—I think it would amount to the same thing, as far as the company is concerned, and be advantageous to the public.

4786. You have been lately in Italy?—I have.

4787. Have you seen many railways abroad in your tour?—I saw two or three, but there are only two or three in that part of Europe.

4788. Do you know whether there is any public tax levied on passengers on those roads?—I do not know how it is in France, but I think not.

4789. Did you come through Belgium?—I was there before, but not lately, but I think there is no tax there.

4790. Have you seen the Leipsic and Dresden?—No.

4791. Were they in the same form and appearance as an English railroad?—Precisely.

4792. Are the locomotive engines the same?—Yes; most of them were made in England.

4793. Were they with six or four wheels?—I think on one of the roads they are four wheels, and on all the rest six.

4794. Are their fares very low?—Yes, they are; I think I reckoned them about three farthings a mile for the first-class passengers; but I think there is an error in comparing the fares on the Continent with the fares in England; I think English railways are unjustly dealt with; in Belgium the fares amount to 1 ½*d.* a mile per passenger, while in England the charge I will say is 2 ½ *d.* on the Liverpool and Manchester. I consider those two fares to be as identically the same as possible, for the value of money is different, taking the price of labour as the standard; you can get a labourer in Belgium for 2 *s.* to whom you must pay 3 *s.* here. If you add 50 per cent. to the fare of the Belgium railway, it comes to 2 ½ *d.*, which is within a farthing of the Liverpool and Manchester.

4795. Sir *John Guest.*] Do you think the road has cost the same proportionate expense, so as to give the same interest on the capital?—Yes; but I am not considering the interest on the capital just now, but the cost of conveyance.

4796. Do you see any difficulty, when the Birmingham and Derby Railway is opened, to an arrangement being made by which the Company shall become the carriers, instead of employing carriers as at present?—I see no difficulty in that at all, but then it raises such a cry from the carriers.

4797. Do you think it would be better for the customers?—I believe it would be cheaper.

4798. What is the objection to that; why is it not established now?—The cry of monopoly is raised.

4799. Do not you countenance a monopoly now in the hands of the general carriers?—No; any person who becomes a carrier may bring his goods.

4800. Must he not be a carrier of that size to bring his own servants?—Yes; it is the same sort of monopoly that any great company must always possess; I do not know that it is applicable to the London and Birmingham Company alone.

William Shadbolt, Esq., called in; and Examined.

W. Shadbolt, Esq.

4801. *Chairman.*] YOU are Chairman of the Greenwich Railway Company?—I am.

4802. Mr. *Loch.*] Have you seen the evidence given by Mr. Tyndale and Mr. Cubitt?—I have read it hastily.

4803. Have

4803. Have you any observations to make to the Committee?—Nothing further than our written Report made at the last Committee, given in, signed by the three chairmen; I have nothing to add to that.

4804. Have you the plan prepared by Mr. Gibbs, on behalf of the London and Croydon Railway, and Mr. Rastrick, on behalf of the Brighton, for enlarging the station at Tooley-street?—I have just seen it, but it has not been presented to us.

4805. Have you anything to state to the Committee as to whether you think it would be practicable, or whether you think any objection would arise?—I have not yet been able to see it sufficiently to be able to state that; there is every disposition on the part of the directors of the Greenwich Railway to make everything convenient.

4806. Mr. *Childers.*] Have you read the evidence of Mr. Moxon?—I have.

4807. He states the proposal which was made by the Greenwich Company to the Croydon; did you observe whether it was a correct statement?—He states that they are willing to impound the 3 *d.*, the present traffic of the Croydon, to repay the sum of money to be laid out in building the addition of two lines; this we object to, because it was the original agreement with the Croydon that we were to have that sum of money; a line has been made for their traffic, and their traffic is working with the Greenwich traffic quite satisfactorily; and the engineers say that it can be done without danger.

4808. Mr. Moxon does not state precisely what your proposal is?—Our proposal is, we are willing to appropriate the ground, without any charge of course; we are willing, on their raising money, which they appear authorized to do to an amount not exceeding 150,000 *l.*, to do the work; and for that purpose, and for the purpose of repaying them that sum, both principal and interest, we propose impounding all our prospective profit from the Brighton, and the South-Eastern and Portsmouth, or any other line which may come upon us, and impounding at the same time the 3*d.* also out of their prospective profits out of that at present made from the Brighton and South-Eastern, and any other lines which come upon them, for it is for their accommodation that this work is done, therefore we think that it is fair that they should contribute towards it.

4809. Under that supposition, you would impound the whole of your profits from the Brighton and South-Eastern until the debt was paid?—Unquestionably.

4810. What proportion would they impound of their profits?—We propose that they should impound 3 *d.*, which is the same as ourselves, only that it is impounding all our profits from that source, whereas it is only impounding 3 *d.* out of their 1 *s.*; they get 1 *s.* 3*d.* for travelling over their line; they pay us 3 *d.*, there remains 1 *s.*; I believe the Brighton do not go quite their length after paying us the 3 *d.*; for the Croydon line we ask them to impound another 3 *d.* till the debt is redeemed, and then to return to the ordinary state of things.

4811. Sir *John Guest.*] Then you are laying half the expense upon that line, and half upon yourselves?—Most unquestionably; it is quite right they should pay that.

4812. They propose you should pay it all?—Yes; what we want is, to take another 3*d.* from the Croydon, on the understanding already established; our original shareholders will never receive any dividend without that.

4813. Mr. *Childers.*] In regard to the cost, you charge the Croydon 3*d.* for that they would be obliged to go over?—Yes.

4814. What sum have you reason to believe that that part of the line they go over cost you?—As far as we can calculate, the mile and three quarters cost us 400,000 *l.*; it was all covered with houses.

4815. Sir *John Guest.*] What proportion is there between your traffic to Greenwich, and all along the line?—Ours is just commenced, so that we cannot judge of that.

4816. Do you believe they will have a tenth?—I should think so, but I have no data upon which to go; this cost nearly as much as their whole line, for their whole line only cost 530,000 *l.*; we are receiving, therefore, only that which is in proportion to what they charge for their whole line.

4817. Mr. *Loch.*] That outlay was entered into for your own purposes; you could not have done without that outlay; it was not made for the sake of the Croydon line?—Certainly not.

4818. Sir *John Guest.*] How much additional money have you expended to meet the general traffic on the Croydon line?—I cannot tell, for there has been no separate account kept.

Mr. *James Ballance*, called in; and Examined.

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4819. Mr. *Childers.*] WILL you have the goodness to put in the purport of the agreement referred to Mr. Shadbolt?—It was an agreement between the Greenwich and Croydon Companies, the Greenwich agreeing to take all the Croydon traffic, as well as any other they might bring on our railway, at 3 *d.* per passenger, and so in proportion for goods; there was nothing in this agreement to require us to widen our railway, or to go to any further expense to accommodate them.

4820. If there had been an expectation that you would have had to make two additional lines, do you think, or believe, that the company would have agreed to the terms of 3 *d.* per passenger?—Certainly not.

[*The Agreement was put in.*]

Theodore Rathbone, Esq., *Hardman Earle*, Esq., and Mr. *James Chapman*, were called in; and Examined.

T. Rathbone, Esq., *H. Earle*, Esq., and Mr. *J. Chapman.*

4821. Mr. *Loch.*] *(To Mr. Rathbone.)* YOU are Deputy-Chairman of the North Union Railway?—I am.

4822. You are director of other railways besides?—I am.

4823. *(To Mr. Earle.)* You are a director in that company as well as others?—Yes.

4824. *(To Mr. Chapman.)* You are secretary to the company?—Yes.

4825. *(To Mr. Rathbone.)* The North Union Railway is a railway from the junction with the Liverpool and Manchester Railway to Preston?—Yes.

4826. What is the distance?—Twenty-two miles from Preston to the point of junction.

4827. It was originally shorter?—Yes; it was at first contemplated only to Wigan, it was subsequently extended to Preston.

4828. When did you get your Act to extend it?—*(Mr. Chapman.)* It was granted in 1834, I think, but I am not aware of the exact date.

4829. What was the capital you were empowered to raise under your first Act?—£. 70,000 for the Wigan Branch Railway.

4830. What was the value of the shares?—£. 100.

4831. Were you empowered to borrow any money under that Act?—We were, a third of the capital of 70,000 *l.*

4832. Has the whole of the 70,000 *l.*, and the whole of the money you were empowered to borrow, been raised?—The 70,000 *l.* were raised, but we never borrowed any money under that Act. Then there was another Act, called the Preston and Wigan Railway.

4833. The capital that company was empowered to raise was 250,000 *l.*; what was the value of the shares?—£. 100 shares.

4834. Has that all been paid up?—It has.

4835. Under that Act you were empowered to borrow 83,000 *l.*?—Yes; but there were no proceedings taken at all under that Act. Then the next is 4th Will. the 4th, c. 22, consolidating the whole under the title of the "North Union Railway."

4836. What was the money raised under that last Act?—The two capitals amount, taken together, to 320,000 *l.*, with power to borrow 160,000 *l.*, or create shares to that extent.

4837. Did you raise the whole?—Yes; but we ra sed the 160,000 *l.* by shares, not by borrowing any, except about 20,000 *l.*

4838. Under what Act was that borrowed?—Under the late Act.

4839. Sir *John Guest.*] What is the length of the road from Preston to Park side?—Twenty-two miles and a quarter.

4840. Have you any branches?—We have.

4841. What length are they?—One called the New Springs Branch, two miles and three quarters.

4842. Mr. *Loch.*] Have you completed your road?—We have, so far as any road is completed; we are still going on.

4843. *Chairman.*] Have you opened your lines?—Yes.

4844. Is your road on the usual gauge?—Yes.

4845. Mr. *Loch.*] How has the expense turned out?—We have exceeded the estimate about 30 per cent. in the whole.

4846. Was

4846. Was that owing to the estimate not being sufficient, or any alterations since made?—I think it arose from the general vagueness of the estimates, the increase of the weight of the rails, taking a little more land than was originally intended, and putting a safety cop, and so on.

4847. Sir *John Guest*.] What was the estimate of the land?—(*Mr. Rathbone*.) The sum expended was about 20,000 *l*. beyond the estimate; the estimate was 30,000 *l*., the cost has been 50,000 *l*.—(*Mr. Chapman*.) That excess arose principally from buying more land than was intended.

4848. The increase is about 30 per cent.?—Altogether I should think about 35 per cent.

4849. Mr. *Loch*.] Had you occasion to refer to juries in any cases?—Yes, five or six.

4850. Was their verdict more or less than your offer?—It was generally as near our offer as could be; in some cases a little over, and in others a little under.

4851. Upon the whole, much under that demanded?—Very considerably.

4852. What is the weight of your rails?—Sixty pounds to the yard.

4853. On what sleepers?—Stone blocks in the cuttings, and on levels; wood sleepers, on the embankments, where they exceed five feet in height.

4854. On longitudinal bearers or cross-sleepers?—Cross-sleepers, four feet apart.

4855. Sir *John Guest*.] What size are your sleepers?—They are Larch trees cut in two, nine inches in diameter.

4856. They stand very well?—We have not yet had sufficient time to know whether they will stand or not.—(*Mr. Rathbone*.) Nothing has hitherto appeared to stand so well as the tranverse Larch and the stone block.

4857. Mr. *Loch*.] How have the number of passengers turned out; according to your estimate?—Quite up to our estimate; they are travelling above it now, in the months of June and July.

4858. Where does the principal intercourse take place?—Liverpool and Manchester, decidedly, and next to that London and Birmingham.—(*Mr. Earle*.) But we are led to believe from the coach proprietors there is a great increase of travelling in the summer months on that line on account of persons going to the Lakes.

4859. Do you carry goods?—(*Mr. Rathbone*.) We are just beginning.

4860. Can you from Liverpool or Manchester take a place for Preston?—You can.

4861. You cannot take a place at Preston towards London?—No.

4862. Has there not been much inconvenience suffered by the public in consequence of their not being able to do so?—I think there has; great complaints have been made.

4863. You are aware probably that great complaints have been made to the Committee upon this subject?—Yes; I have heard that such a complaint would be made; I did not know that it had been.

4864. What has prevented the Company making an arrangement with the other companies to prevent that?—The only reason I believe is, that the Grand Junction has hitherto declined it.—(*Mr. Earle*.) As one of the directors of the Grand Junction, I would state it rather postponed, than declined; it was postponed because it was not thought the traffic was to that extent which required it; but speaking the sentiments I am sure of the whole Grand Junction board, their wish is to afford every accommodation, and to allow the passengers to book through to London.—(*Mr. Rathbone*.) I have no hesitation in expressing my belief, as regards the London and Birmingham board, that they will gladly concur in that; I thought there was no use in introducing the proposition there, until the Grand Junction had acceded, as regards their intermediate line.—(*Mr. Earle*.) The Manchester coaches used to come sometimes very empty; if, in addition, they had to put on a North Union coach, the Manchester coaches being only half filled, it would be loading the engine unnecessarily, and making the journey more uncertain.

4865. The public have suffered, by the want of arrangement between the two?—I think they have suffered because the business was not to that extent that appeared to us to require it.

4866. Sir *John Guest*.] May the Committee understand that an arrangement will be shortly made?—I think they certainly may.

4867. Mr. *Thornely*.] When was your railway opened?—(*Mr. Rathbone*.)

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The 31st of October last; we were pressed by the Post-office and the public to open rather prematurely; our arrangements were not perfectly made.

4868. *Chairman.*] In what time do you perform the 22 miles?—(*Mr. Chapman.*) The mail trains do it in an hour; the second class in a little more.

4869. Do you find that they keep their time?—Very well.—(*Mr. Rathbone.*) No railway keeps it better; the speed is 25 miles an hour for mails and first class trains, exclusive of stops, and the general average is 22½ miles an hour, including stops.

4870. Sir *John Guest.*] If the Grand Junction were to make an arrangement to take goods and forward them to your line, would there be any difficulty in your forwarding them on to Preston?—None whatever.

4871. Mr. *Loch.*] One of the complaints made to the Committee by letter is, that a gentleman in London, wishing to go north, was desirous to take his place to Manchester; that he was told he might get down at Parkside; that when he got to Birmingham he saw where his baggage was placed; but that when he got to Parkside he was told that unless he got upon the top of the coach, and got his own baggage, it must go on to Manchester; that having valuable papers, he was obliged to go on to Manchester; that he was kept at Manchester all night, and was too late for the coach the next day; how is that to be avoided?—(*Mr. Earle.*) Several cases of that nature have come before us; I think I recollect that particular case, and that it was satisfactorily explained.—(*Mr. Rathbone.*) I think that case has never come before the Board; it is our anxious wish and earnest endeavour to avoid every difficulty of that description, and to render all our arrangements satisfactory to our passengers as far as practicable.

4872. Mr. *Thornely.*] Do the passengers exchange carriages at Parkside?—(*Mr. Chapman.*) Those from London and Birmingham for our line do; but those going to Liverpool or Manchester go on in the same carriage.

4873. Mr. *Loch.*] This is from the evidence of Mr. Buck, who was examined: "I came up in the middle of January, and was very desirous, because I was in a very delicate state of health, to come through in one carriage; I had heard many complaints before; I spoke to one of the directors, and to those who were at the railway office at Preston; I found there was no chance of it, and that I could only book to Parkside; then from Parkside I had to book again to Birmingham; and the inconvenience was so great at Birmingham, that I had no time to get refreshment properly, having to look after my luggage; my wife was with me, but we had a change there, and came on." Then he says, "On the 16th of April I came up again, and I came with a clerk and three females, who were my wife, my sister, and my niece; my sister was going to Birmingham only; I had been very anxious to book through, and I applied several days beforehand, indeed, I applied repeatedly; the secretary there told me two days before, that if I would pay him the places, as we were four of us going to London, and my sister, who was stopping at Birmingham, he would forward the money to Manchester, and that we should have to change at Parkside only; in consequence of that, I paid him the full fare to London, with the exception of the Birmingham passenger. About an hour before starting from home, one of the clerks came down to tell me that he found that I could not be insured of a carriage at Parkside to take us through; that he did not know whether my fares would be considered as being paid or not, but if not, that he would return me the money afterwards. This was a disappointment, because I had thought of going to Liverpool merely for the convenience of having only one change; as it was, we went to Parkside; there was a great confusion in the change of luggage, as there always is; it is a very inferior station; we thought we had got all our luggage; we found we could only have our places to Birmingham, and the places were not paid for; I had to pay again. When we got to Birmingham and dropped my sister, there was one piece of her luggage missing. I had desired all the party, before starting, most particularly to have the directions well put on and plainly written; I found there was one of her directions on another piece of luggage, which was just slipping off at Birmingham, owing to tumbling off from the roofs, and so on, of the carriages. When we, being four of us, got to London, I found one piece of my luggage missing." Then in another part he says, "On the 3d of June I went down, taking with me my niece only, a young lady, and I found, as I had done before at the station here, that they do not know, or at all events that they will not give any information beyond Parkside, either as to the time of starting or anything else. I determined this time, as they told me I could not book to Parkside or to Preston, that

that I would book to Manchester, and try if I could not be let down at Parkside. I took the two places accordingly for Manchester, in order that I might go by one carriage. I got to Parkside and got out there, for the train stops; it was the mail train; we arrived there in the evening about eight o'clock; it leaves London about half-past nine; I had the greatest difficulty in getting them to take my luggage off; they said I ought not to have come that way, but, however, I did get it off with some difficulty and got home; the luggage was on the roof of the carriage that I was in, but that was a Manchester carriage." "On the 7th of June I came up again; I had with me a clerk; I applied then to take my place through again from Preston; I saw the secretary; he said it was impossible, it could not be done; I saw one of the directors, and he said he could do nothing; there was a committee sitting in London, and that I had better, if I had any complaint, make it there; that they could not make terms with the other companies; that I must try if I could, when I got to Parkside, to get into a carriage that was going all the way through; as it happened, I got a carriage; there were two places in two carriages; I got into one, and my clerk into the other. If I had been travelling with a lady, I should have been obliged to change with one of the other passengers to Birmingham." These three several cases have happened to one passenger in the course of this year?—(*Mr. Earle.*) Yes, and it must happen until there is an arrangement made to take the passengers on; but it is difficult to say where that is to stop if, as when other railroads are opened, it will be expected that the same coaches are to go through upon all those lines; I conceive there must be some limit to the system.

4874. Is not that case one which requires to be remedied; will not there be a very great inconvenience if persons are to be subjected to the changes which now exist?—Yes, to a great degree; but I think it is one of the inconveniences which must be involved in railway travelling; it is mitigated by one thing, that you are sure of getting a place; you cannot be left behind, as you might be under the old coach system.

4875. Suppose the Manchester coaches are full, what are they to do?—We should then send them on to Warrington and transfer them; there is no instance of any person being left behind at Parkside.

4876. At Parkside is there any convenience for the passengers who are not able to go on, in the shape of an inn?—Up to this time there has not been, but we are building a very good one.—(*Mr. Rathbone.*)—The money bill was refused us this last year, and in consequence of that, we have been involved in great difficulty as regards providing the requisite conveniences for the public, and are actually intending to withhold the dividends this half-year, in order partially to supply the means.

4877. Is there any practical difficulty in some of the coaches running regularly to Preston?—(*Mr. Earle.*) I do not know that there is anything to prevent that eventually; but suppose there are two passengers in a train for Preston, a Manchester coach comes up with four passengers, and there being accommodation in it for those two, it would seem preposterous to add to that train a carriage for two passengers only.

4878. Suppose the case of a Preston passenger not being able to get his luggage at Parkside?—It is taken off at Parkside; I conceive the case of Mr. Buck to have been this, perhaps from his not stating on joining the train that he was going to get out at Parkside, his luggage got mixed with the Manchester passengers' luggage, and the conductor might say it is impossible to keep the whole train waiting to find that luggage.

4879. In the other case the gentleman states positively that at Euston-square he said he had taken his place to Manchester, in order to get down at Parkside; that he saw where his baggage was placed, and again at Birmingham he saw where his baggage was placed, but that when he got down at Parkside they told him to get on the top of the coach himself, for they could not find it, and they took him on to Manchester?—If the gentleman states that, I cannot disbelieve it, but I think there must be some misapprehension.—(*Mr. Rathbone.*) I should submit, that it would be rather a strong measure if all railway companies were compelled by the Legislature to book for one another; there may be some small company, I will suppose, almost insolvent, or quite, in the north of England, who would be thus entitled to receive the fares of all the passengers between their line and London, and it might then be difficult for the other companies to get back their proportions; even if it were reasonable that every railway, however limited, should have such

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accommodation. I think if the present Committee were to intimate a strong feeling upon the subject, that would lead to the arrangement proposed very generally through the country.

4880. Although it might lead to great inconveniences to the companies, are not all the railway companies bound to make arrangements to suit the convenience of the public?—I think they are, and I think this would bring it about, but without that extreme hardship and injustice that would be involved in the provision proposed.—(*Mr. Earle.*) I think there must be some limit to it; suppose you were to add coach upon coach at the junction of every line to the train, what sort of a train would it be before you got to the end?

4881. There is no necessity probably to suppose such a case as that, but if it should be so, is it not the duty of the company to supply an additional number of engines?—I consider it is a question of degree. At the boards at which I have a seat there has been a great deal of discussion on the subject, and I can say there is every wish to meet the convenience of the public in those respects, and to accommodate them to the utmost extent, when the directors are once satisfied that it is necessary.

4882. Why should a person have to make a second application, when one person has the power to take him from Preston to Birmingham, or to take him on to Preston instead of his being left at Parkside?—I admit it should be done as soon as the number of passengers entitles them to that accommodation; but I put the case where the number of passengers is not such as entitles them to that accommodation: there is a railway crosses ours, the St. Helen's and Runcorn Gap; suppose there were a few passengers for that line, would the Committee contend that, because it was a branch railway, it should have a coach all the way to London?—(*Mr. Rathbone.*) I think what I have stated on behalf of the two boards to which I belong will show that it is likely shortly to be accomplished, as regards the communication between Preston and London.

4883. Mr. *Freshfield.*] Even then would you not think it prudent to restrict the other company from receiving your fares, so as to render it necessary you should open an account with them?—(*Mr. Rathbone.*) I see no objection whatever to respectable railway companies mutually receiving one another's fares.—(*Mr. Earle.*) I would not legislate at all upon it, but I should think the companies will arrange it among themselves.

4884. You would probably allow them to receive your fares?—Yes; I do not participate in the fear which has been expressed of trusting other companies with our money, for I think there are as many persons go to a place as come from it.

4885. Mr. *Greene.*] In the present state of things a person cannot book from Preston to London?—No.

4886. Mr. *Loch.*] Was not that one of the advantages held out by the construction of railroads, which ought to be provided for?—We think the advantages more than compensate for the disadvantages.

4887. Mr. *Thornely.*] When you book from Preston to Birmingham, is it intended to send the passengers on in the same carriages?—Yes.—(*Mr. Rathbone.*) I have no doubt whatever that the London and Birmingham Company will at once consent to the booking passengers through to London, and come into the arrangement to run carriages through, if found requisite for the public accommodation; but there is always a convenient opportunity of changing carriages in the covered station at Birmingham.—(*Mr. Earle.*) The more carriages run for the same number of passengers, the more difficulty there will be to any company.

4888. Mr. *Loch.*] How soon do you think the difficulty which stands in the way of persons being able to book from Preston to London will be removed?—(*Mr. Rathbone.*) I feel very little doubt that before the expiration of the present month they will have that arrangement completed, if Mr. Earle answers for the Grand Junction.—(*Mr. Earle.*) If we can ascertain what are main lines, and what are branches, we can soon arrange it for the main lines.—(*Mr. Rathbone.*) I am a member of the boards of six of the principal railways in England and Scotland, and can state that there is always an anxious feeling to consult the public interest and public convenience to the utmost practicable extent; and then I think the directors always come to the consideration of those questions with the feeling that a rival line hangs over them if they fail to fulfil the conditions on which their powers were granted, and that Parliament will, and ought to allow another line, if they do not do that which is right, and may be reasonably expected by the public.

4889. But it is a rival line at the expense of millions?—Yes; but there are simpletons will always subscribe to any new line that Parliament appears disposed to sanction.

4890. May not arrangements as to mutual charges be facilitated by a board to act as arbitrator between the different railway companies?—I think they could hardly, in justice to existing interests, be compelled to submit to the decisions of such a board; with respect to these details, their original acts impose no such obligations, and the circumstances of the companies are very different. The London and Birmingham Company are expending five or six millions of money, and it might be a serious impediment to obtaining these large sums if there were to be difficulties placed in their way by their being rendered liable to have to submit to the decisions of such a board. If it were only to give advice, and to stand in that situation between the companies, I think such board might be of some use, and their recommendations of any regulations and bye-laws establishing uniformity of system, would no doubt be attended to; but a power of absolutely deciding on questions of fares and charges, would I think be a great injustice to existing interests.

4891. According to the present law, the London and Birmingham are obliged to charge after the same rate, whether passengers go from London to Birmingham, or shorter distances. If the same course is adopted upon all the other railways which join with the London and Birmingham, the fare upon the whole would be so great that passengers would be unable to pay it. Supposing it were left to the board, upon a reference of two companies, to say that the whole fare between two places being so much, such a proportion should be paid to each, would not that facilitate the arrangements between the two boards, and be advantageous to the public?—I think that there is risk of great injustice possibly to one of the parties. At present each company has a board to attend to its interests, and each of these boards will so fix the charge for its own line as not to prevent passengers and goods coming along it, having reference of course to the fares and prices charged beyond their own lines; but no company ought to be subjected to having to carry passengers and goods at a loss, because otherwise some illjudged branch coach communication cannot be made to pay a dividend to its proprietors.

4892. Would not the effect be, if the present charges are made on the London and Birmingham, to send a certain portion of the travelling off the London and Birmingham; persons resorting to other modes?—As regards coaches, certainly not; and I am a large proprietor in the line alluded to, The Midland Counties Railway, and should be sorry to be one if I thought it would be necessary to claim deductions from the London and Birmingham charges, in order to secure the traffic and pay a dividend.

4893. What were the first fares you fixed on the Midland Counties on opening the railway?—I am afraid to state them from recollection; they have been considerably reduced.

4894. For what reason were they reduced?—Finding that the number of passengers would be increased by reducing the price.

4895. How are you to regulate that between two companies; which of them is to reduce?—I think they must each consult their own interest; they must each judge for themselves.

4896. Would it not facilitate the arrangement if there was a board which might determine, on a consideration of all the circumstances?—That board might compel the London and Birmingham, for instance, to make a reduction that company could not, and ought not to be required to afford.

4897. Is not the interest of the public to be consulted in such an arrangement also?—I think the fear of a rival line will always accomplish that; and we are limited in our Acts not to exceed certain charges.

4898. Is the fear of a rival line a sufficient remedy for that evil?—In addition to the limits fixed by our own Acts of Parliament.

4899. Are you restricted for the charge you can make for locomotive power?—Not separately; but we are restricted as to the whole charge for conveyance of passengers.

4900. Are you limited as to the charge for locomotive power?—We can charge only 3½*d.* a passenger for locomotive power, carriages, and the road itself.

4901. Mr. *Freshfield.*] In case of the inconvenience supposed, must not you fix your fares with relation to the coaches on the road?—Yes, that has been experienced between Harrow and London, where the coaches have been put on, in consequence of the charge being too high. Suppose the charge so high on the part of the

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the London and Birmingham as to prevent the Midland Railway working against the coaches, the effect of that will be to injure the London and Birmingham as well as the other line.

4902. Mr. *Loch.*] Is not the law in this situation, that if the London and Birmingham were to see fit, for their own interest, to lower the rates as far as the junction with those railways, they must lower for the extreme distance between London and Birmingham?—That is the general opinion as to the former Act; there was a difference of opinion about that.

4903. Is there any doubt of that?—I am afraid there is none.

4904. Would it not be useful if a power of modifying that clause was vested in some board?—It would be very desirable to do away with the clause altogether; it did not exist formerly.

4905. You would leave it to the company to fix the rates upon the whole of their line?—Yes, I think that would be the wisest course.

4906. That would enable the company to favour one set of passengers over another?—Passengers going one distance might be favoured, certainly.

4907. It might also fall more heavily on a particular class of passengers?—We think we must carry the same passengers the same distance for the same charge, and the London and Birmingham has been precluded from taking short traffic near London in consequence of being obliged to keep to the same mileage rate of charge throughout the line.

4908. Do you think that the charges on the railways you are connected with now are as low as with reason might be expected?—I suppose the expectations of the public were decided by the charges inserted in the Acts of Parliament, and the poorer classes in the inferior carriages are carried much below these.

4909. Is it your opinion, that if you charged lower, you should increase the number of passengers considerably?—We should undoubtedly, by lowering the fares of the passengers, increase the number; but I think some of the companies are now carrying at a loss; on the Midland Counties, at their reduced fares, and on several other lines, I think that is already the case.

4910. You think it would be possible to carry more passengers, and not make a larger income?—Yes.

4911. Then, as far as that goes, the interest of the public and the interest of the railways are at variance?—Yes, if you do not look beyond the present moment.—(*Mr. Earle.*) I doubt whether the passengers, at the high rates, would increase.

4912-13. You speak of first-class passengers?—Yes; it does not still bring it down to that class of passengers which would swell the number very much.

4914. Could the lower class of passengers be accommodated, by putting on a third-class train?—We have tried a third-class train on the Grand Junction; we carry passengers from Liverpool to Birmingham, 97 miles, for 11*s.*, in a perfectly open carriage, at the same speed as the second-class passengers; the result is, that during the winter, when the weather was severe, it averaged about six or seven from Liverpool, and as many from Manchester, the coach from each town holding 24; when the weather became more moderate, it averaged 11; it afterwards got up to 15 or 16, but with very few exceptions has it reached the full compliment.—(*Mr. Rathbone.*) We tried third-class carriages on the London and Birmingham, and abandoned them; but they are now trying them on the Midland Counties, on a different, and I think better, plan for the object in view.

4915-16. You state that you never refuse passengers?—(*Mr. Earle.*) I never knew an instance, except on the roadside, before we had an efficient establishment, but not at the ends, certainly.

4917. Suppose a third-class passenger were to present himself, and the third-class carriage is full, how would he be charged?—I think we made an agreement that we would put on one coach only; I do not think we should put on another for two or three passengers.

4918. Would the passenger, under those circumstances, be charged the second or the third-class fare?—He would be charged the second-class fare; he would be told the third-class carriage was full.

4919. In fixing the fares charged by the companies with which you are immediately connected, has the amount of Government tax ever been taken into consideration?—I think it has; it was a consideration with the board whether it should be 1*l.* or one guinea between Liverpool and Birmingham; and I think it was fixed at a guinea, because the Government duty was 1*s.*

4920. Have you ever turned your attention to the mode of fixing the Government

ment tax, whether it is the fairest for the companies?—It is certainly not perfectly fair, because it is a larger proportion on the lower class than the higher; for instance, we pay 1*s.* out of 11 *s.* for this lower class of passengers between Liverpool and Birmingham, whereas we pay only the same out of the guinea.

4921. Mr. *Thornely.*] Do you think that it would be fair and equitable to the companies to charge a per-centage on the gross receipts?—I think the present plan does very well; it is not theoretically right, but it is sufficiently near.

4922. Mr. *Loch.*] Is your evidence confined to the rich railways, or does it extend to those where there is a poorer class to be carried?—I have no experience of any lines but the Liverpool and Manchester, Grand Junction, and North Union.

4923. If there were a third class provided, would not you carry a greater number?—Yes, I believe we should; but I do not believe we should get more money.

4924. You believe the interest of the public and the railways are not the same in that respect?—No; there are many cases where the interests of the companies and of the public are not precisely the same; it is the interest of the public to be carried as cheaply as possible; but it is not to the interest of the company that all the rates should be lowered until they are ruined.—(*Mr. Rathbone.*) The third-class carriage of the Midland Counties Railway is a mere open box without seats; it carries 60; the first cost and expense of maintenance of this carriage is considerably less, and it is supposed that no one will go in it who can afford to go in the others; it is a sort of travelling box, the passengers all stand, they are taken as the pigs are.

4925–26. What is the distance of that railway?—Sixteen miles is all that is at present completed and opened to the public; and it is travelled with great regularity in the allotted time.

4927. Mr. *Greene.*] Do you charge on the Grand Junction so much a mile?—(*Mr. Earle.*) In the first instance we made out a bill with a rate of fares charging pretty equally per mile, but we found that would not exactly suit, because it would have obliged us to charge odd money, copper for instance; therefore we did not fix it exactly by a mileage; the consequence was, a person could go to Birmingham at twice cheaper than at once; by taking his place to Wolverhampton, getting out, and getting in again to Birmingham, he might save a shilling; a friend of mine did this, and boasted to me of the exploit; I heard that several others did the same; some persons had recourse to it for economy; my friend did it as a joke; when we published a new bill of the fares we altered it.

4928. Are you not under the same restriction as the London and Birmingham, that you must take the same fare throughout the line?—No; we have a short distance clause, that all distances below six miles are to be charged as six; we are never obliged to make a charge for less than six miles either for goods or passengers.

4929. In going from Birmingham to Parkside, what should you charge?—I think the fare from Birmingham to Parkside is the same as from Birmingham to Manchester.

4930. What is the difference of distance?—It is 15 miles, I think; that is one of the things which requires alteration; I think it is an injustice.

4931. Mr. *Loch.*] Have you in your Act a clause preventing your lowering unequally?—I think we have.

4932. You are not able to make a different rate of charge to Parkside and to Manchester?—I do not know; but I do not defend that; I think it is an injustice.

4933. With regard to speed, is it the interest of the company always to travel at the greatest speed in carrying passengers or not?—It is generally supposed to be more expensive to travel at a high velocity than at a low; I am of opinion that every facility afforded to the public increases the income, and that if we can perform the journey to Manchester in eight hours, it will bring more passengers; but I am not of opinion there is that great injury done to locomotive engines which is supposed from great speed; there is no doubt greater cost, but I think that is in the being obliged to have a number of engines stationed in different parts of the line to afford the assistance which is occasionally required, if a great rate of speed is to be maintained.

4934. Your opinion is, that the increased number of passengers would pay you so much better with an increased rate of speed, that it is more your interest to keep that high speed rather than decrease it?—That is my opinion; I am an advocate for great speed on railways, therefore perhaps mine is a prejudiced opinion; I have gone upon the principle that it would be worth our while to maintain high speeds, as a means of adding to the convenience of the public.—(*Mr. Rathbone.*)

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I should be quite disposed to go as far in speed as we can maintain with regularity, but I think anything beyond that would be injurious to all parties, and obviously premature.

4935. (*To Mr. Earle.*) What is your opinion as to the fitness and convenience, or the risk to the public, of permitting the locomotive engines of one company to pass over the line of another?—As far as the question of profit or economy is concerned, it would, I think, be a disadvantage to the public; and I should say, it is better that each company should work the engines on its own line; but whether it would be safe or otherwise to permit the engines of other companies to come on, depends on the relation which the parties bear to each other; if they work in a spirit of rivalry, I think it would be productive of the greatest danger; but if they worked having no object to compete one with another, I think it might be done with safety; but certainly not so conveniently nor so economically. On the Liverpool and Manchester there are no fewer than five different parties; the Liverpool and Manchester, the Grand Junction, Mr. Hargreaves, a carrier, Turner, Evans & Co., colliers, and Robinsons, colliers; I am not aware of any accident that has happened which is traceable to those different parties having engines on the line. On the Grand Junction we have, besides our own engines, those of Turner, Evans & Co., and Firmson & Co., who are colliers, all working together.

4936. There has been no material inconvenience, either to the railway company or the public, by those parties using the line?—No, because they work in amity; they would help one another, in case of accident.

4937. There is no danger, you conceive?—I think there has been none.

4938. Viscount *Sandon.*] Does not obstruction arise?—I think not.—(*Mr. Rathbone.*) I think that there is a degree of increased risk, and that the engines do not and cannot work together as safely and harmoniously as they would under one establishment; but the far greater economy and security with which each railway company can find all the power on its own line, will certainly lead ultimately, in my opinion, to each company finding power in its own territories, from the great saving of expense which will necessarily result from this arrangement. A railway company can and will undersell foreign competitors on its own line, as regards the provision of locomotive power.

4939. Is it your opinion that competition should be permitted on the same line by parties using different locomotive engines?—(*Mr. Earle.*) No, I think that would be attended with great danger; but working together as we do on the Liverpool and Manchester Railway, there is no inconvenience at all arising; I do not mean to say that it might not be more economically done if we were all under one control; it is necessary one power should control the starting of the engines, and that they should be liable to one code of laws.

4940. That the company having the terminus should have the power of regulating the times of starting?—Yes, certainly.—(*Mr. Rathbone.*) I think favourably of the experiment now making by the North Union and Liverpool and Manchester companies, having coaches run through provided by each company in proportion to their own respective lines; but these coaches being moved by each company with their own engines on their own lines. I think it will prove a very beneficial arrangement to both companies.

4941. It does not appear to you desirable to have your North Union engines proceed to Liverpool or Manchester on this railway?—No.

4942. What do you consider are the liabilities of the two companies as carriers?—(*Mr. Earle.*) I consider that the two companies come under the same rules as common carriers; we are not carriers ourselves on the North Union.

4943. The Liverpool and Manchester?—Yes; we are carriers ourselves on that line, and subject, I conceive, to the same laws as other carriers.

4944. Viscount *Sandon.*] You insist on no special contract with parties for the conveyance of carriages?—(*Mr. Earle.*) I believe that regulation of signing on loading a gentleman's carriage, which has excited some observation, originated with the Grand Junction. I have made inquiries, and it was done unintentionally; the contract for the horse and carriage were included together. Everybody admits that there should be some understanding as to horses. As to carriages, it is quite a dead letter; we have never acted upon it. I dare say when a new book is printed, the form will be discontinued.

4945. Do not you conceive it to be the duty of your agents to refuse to take a gentleman's carriage if they do not sign that?—(*Mr. Rathbone*). Yes.

4946. On the Grand Junction, what is the liability there? (*Mr. Earle.*) I believe

believe it all originated in the injury done to some horses there; the loss was 300 *l.* or 400 *l.*, and we asked our solicitor whether we could not protect ourselves against so serious a responsibility; he was instructed to prepare a form, in in order that we might not be subject for a vicious or kicking horse; the difficulty was to prove that the man was served with the notice when he entered the horse, therefore we adopted that mode.

4947. If the horse was a quiet horse, and it happened from your going off the line, what would be the case then?—I think if it happened from our going off the line, or anything of that kind, that we should be answerable for it.—(*Mr. Rathbone.*) I think that all the companies I am connected with would consider themselves liable for any injury which arises from the act of the company, in the regular course of their ordinary business.

4948–9. Viscount *Sandon.*] If the horse is a quiet horse, why should there be a distinction between the horse and the carriage?—I think we should make a compensation within certain limits, if it was not from the fault of the horse that the injury occurred.—(*Mr. Earle.*) Suppose the case of a valuable racer, worth a couple of thousand pounds, it would be very hard to make us answerable for an injury over which we had no control.

4950. Then should there be a provision under an Act of Parliament to set the matter at rest?—Perhaps that might be best.—(*Mr. Rathbone.*) I conceive we are in the same situation as other carriers; we know that they refuse to take aqua fortis, gunpowder, and other things, unless under a special contract they are induced to take them.

4951. Mr. *Loch.*] You say that you expect the passengers on the North Union line will shortly be permitted to book for places on the Grand Junction Line?—The North Union board is decidedly in favour of that arrangement, and has made application for the consent of the Grand Junction; and we only waited till there were a sufficient number of passengers to justify not only the booking the passengers, but taking the coach, to apply to have a carriage taken on, and as I think they now average 16, there is nearly a coach-load.—(*Mr. Earle.*) If they average that, there can be no possible objection.

4952. There is another objection made with respect to the charge made on parcels by the North Union Company; it is understood that the charge to the public from London is half-a-crown, and that there is the addition of a shilling for the 22 miles; does not that bear an unfair proportion to the charge of the other companies.—(*Mr. Chapman.*) I do not think the expense of a parcel depends so much upon the distance as the handling and delivery; we would just as soon take it to Manchester or Liverpool, instead of Parkside.—(*Mr. Rathbone.*) A parcel would not I believe answer at less than a shilling.

4953. It is an object of great importance on the part of the public.—(*Mr. Chapman.*) There is still the taking charge of the parcel and delivering it. The carrying it is no expense whatever.

4954. What proportion of the shilling do you suppose you pay out?—It must be quite a conjecture, probably 3*d.* or 4*d.*, or something more.—(*Mr. Earle.*) The delivering parcels on a large scale, I believe, costs 4*d.*—(*Mr. Chapman.*) If we took a larger number of parcels we might afford to take them at less, but we have sometimes only three or four parcels come up, and there must be a cart and horse to go perhaps a mile or two with them.

4955. What is your opinion, whether it is better to the railway companies and the public that the railway companies should be the sole carriers on the line, or that it should be thrown open to the public?—(*Mr. Earle.*) My opinion is, that it is more advantageous to the public that the companies themselves should be the sole carriers upon the line; my reason for that opinion is, that on the Grand Junction line, for instance, we have five or six carriers who carry through to London; (there are none between Liverpool and Birmingham at present); the consequence is, that in our warehouses we have five establishments, five sets of porters, five sets of waggons, and five profits to pay, whereas if the whole were in the hands of one company the business could be managed more economically, and some of those profits would be saved to the public; the company carry all from Liverpool to Birmingham themselves. I am aware that some of the canal companies used to be carriers themselves, and have discontinued, but the circumstances are very different of canal and railway companies; in the canal there is a much larger sum of money over and above the rate of toll for the carrier to exercise his skill and ingenuity in the way of saving.

 4956. What

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4956. What is the present course of trade between Liverpool and Birmingham?—The Grand Junction Railway are the sole railway carriers between Liverpool and Birmingham.

4957. What becomes of the goods when they get to Birmingham?—The company collect them, and convey them, and deliver them; the London goods are entirely in the hands of carriers; the Grand Junction Company would gladly have conveyed them to Birmingham, and there have handed them over to the London and Birmingham Company, had the London and Birmingham Company pursued the same system; but they not being carriers, the Grand Junction could only look to the common carriers on the London and Birmingham line; the result is, that the carriers wishing to keep their goods quite separate, the waggons are not fully loaded, and instead of averaging, as they do on the Liverpool and Manchester, four tons, perhaps average two tons, or two-and-a-half, consequently there are more waggons employed in the carriage of that tonnage than would be required on a different system; there are more clerks, and more porters also employed, than are necessary.

4958. What duty do you perform on behalf of the carriers to Liverpool and Birmingham?—We perform no duty, except that of finding them carriages and steam-power.—(*Mr. Rathbone.*) The London and Birmingham certainly have adopted a different system, and I think a sounder and better system; they supply to every carrier who comes upon their line power and waggons, at one uniform rate of mileage charge; but the carriers take all the other duties of the carrying business, and which are foreign to the legitimate business and duties of a railway company, upon themselves; they collect the goods, and fix the charges, which vary exceedingly under the different circumstances; they deliver the goods, and in fact maintain the whole course of their business upon its former footing, having the choice of either railway or canal, as best suits their customers.

4959. Lord *Sandon.*] And they are responsible for the safety of the goods?—Clearly so; unless an accident should arise upon the line from the locomotive power, or a defect in the railway.

4960. Mr. *Loch.*] That would be a question between them and the company?—Yes; the advantage of this arrangement is, that we do not unnecessarily change the present course of business, or meddle with what we do not understand; those who were carriers continue so, and are provided at once with the means of carrying it on as it used to be, and the company get the benefit of the established connexions, experience and system of the carriers, instead of having them as rivals and enemies.

4961. In the case of the North Union and Bolton and Leigh line, have you not heard that there is only one carrier allowed on the line?—The North Union Railway is open to every carrier; there is but one in fact, but every carrier is allowed to carry over our line at the same rate of tolls.—(*Mr. Earle.*) What Mr. Rathbone says completely proves my case, there is but one carrier.—(*Mr. Rathbone.*) Because he is a rich man, with established connexions, and has nearly the whole carrying business exclusively in his own hands, in that part of the country.—(*Mr. Earle.*) If the stock for working the canals, which is provided by the carriers themselves, were furnished by the canal companies, as it is by the railways, the cases would be analogous. But the carriers upon the railways provide but a small portion of the capital required for the conducting of the carrying business, nearly the whole being found by the company, and I can see no more reason why there should be trains of goods belonging to half a dozen different carriers, than that there should be trains of coaches containing the passengers of half a dozen different coach proprietors. I will suppose the tolls between Liverpool and London on the canal to amount to 30 *s.* per ton, and that the gross charge for carriage is 70 *s.* That leaves a balance of 40 *s.*, upon which the carrier may exercise his skill and management, and competition may perhaps effect some saving to the public in all the various items composing the 40 *s.* But if we suppose the difference of what is charged by the railway to the carrier, and by the latter to the public (as is the case), to be reduced to 14 *s.* per ton, all that competition amongst the carriers can save out of so small a sum must be very trifling. I think, therefore, that the public do not benefit by the competition, but are rather prejudiced by the railway companies not undertaking, as carriers, the conveyance of goods.—(*Mr. Rathbone.*) I am of course well aware of the saving to be accomplished by carrying on business of every description upon as large a scale as practicable; but I deny that it is needful for railway companies to engage themselves in branches of business which

which are better and more economically managed by individuals in order to accomplish this, when it will in time be brought about naturally and without such interference, by the wealthier and more extensive carriers underselling, and gradually exterminating the carriers upon a more limited scale; as is actually the case with the carrier alluded to by the Committee on the North Union Railway, where, as on the London and Birmingham, the company altogether avoid acting as carriers. I believe that the great carting establishments of the Liverpool and Manchester Company, at Manchester, would be better and more economically managed if in the hands of individuals, and that it will be for the interests of that company to change their system in this respect, and get rid of carts, &c., as they already have of the coaches and omnibusses, which they in the first instance provided to bring up the passengers to and from their railway stations.

4962. Mr. *Thornely.*] In your long experience on the Liverpool and Manchester Railway, are you of opinion that the carrying of goods has been better in the hands of the company, than it would have been in various hands?—(*Mr. Earle.*) I am decidedly of that opinion.

4963. Mr. *Loch.*] In your opinion, can a railway company convey the goods as cheaply as carriers can do?—I think that they can do it cheaper.

4964. Is not that against the principle that a great company cannot deal on so good terms as a less?—I think, on the canal, that would apply perhaps; but not on a railway, as I have already explained.

4965. Still it is increasing the establishment and the number of persons you have to look after?—Yes, it is; but after all, the carriers must look after their servants, who are the same class of persons as are employed by the railways.

4966. Mr. *Thornely.*] Must not they employ a greater number?—Yes, there are a greater number of persons employed by them than if the business were in the hands of one company. I do not mean to say that the public would get the whole of that difference, but I think they would share it.

4967. Does the company carry any goods to Birmingham intended to go to London?—No, that is entirely in the hands of the carriers.

4968. Mr. *Childers.*] With regard to the question as to the carriers, if you considered that best, it would be in your power to let to one single person?—Yes, we have power under our Act to let the tolls of the road by advertising, and by submitting it to a meeting of the proprietors.

4969. Then you could contract with one person for the conveyance of the whole?—Yes.

4970. That would get rid of the objection of private people being able to do it cheaper than the company?—Yes, they attempted that on the London and Birmingham, but the effect of it was to get a great deal of odium.—(*Mr. Rathbone.*) That is a misapprehension altogether; it was never even contemplated.

4971. Practically it would amount to giving a monopoly to one person?—(*Mr. Earle.*) If the company did it themselves, it would be a monopoly, but it would not be greater than it is at present.

4972. Supposing the London and Birmingham adopted the plan you have done, and that the goods were intended for Shrewsbury, where would the liability of the London and Birmingham terminate?—They would deliver to the carriers, who would receive them at some point where they would diverge.

4973. Then the owner of the goods would have to inquire first of the London and Birmingham, and then of the carrier for Shrewsbury?—No; of the London and Birmingham.

4974. But now he has only to deal with the Shrewsbury carrier?—Certainly not.

4975. Do you think that in such a place as London you could find means to collect the goods?—Yes, in the same way as the London and Birmingham Company have made an arrangement with the London Parcels Delivery Company to deliver the parcels for them; the fact is, the carriers on those lines are only collectors for the company, and I think very expensive collectors for them, and that they might do it better themselves, and afford a greater convenience to the public.

4976. Could not you have divisions in the trains to prevent your having so many waggons?—No; where two carriers are working well together, we can get them to put the goods of the two into one waggon. But they are not willing to do that generally;

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generally; they do not like to let their connexions be known.—(*Mr. Rathbone.*) They should be bound to bring a waggon-load as the condition of having a waggon to themselves, unless at increased charge.—(*Mr. Earle.*) They bring a waggon-load and part of a second.

4977. Suppose the several railways between Newcastle and London were to be united, and the goods were to be lost in their passage, would not the owner be obliged to inquire at each place where there is a transfer of liability?—Certainly not.

4978. If it was a private carrier, would he not have to inquire only of the carrier to whom he delivered the goods?—(*Mr. Chapman.*) Our custom is to apply to the last place where it was known the goods were.

4979. Viscount *Sandon.*] If I have to send from London to York, and apply to Mr. Pickford, and say you have an agent, he will see that those will arrive in due course; but suppose the responsibility is shifted from one hand to another, through six or seven different companies, how is that to be ascertained?—(*Mr. Earle.*) If they are to be sent by the London and Birmingham, you write to them and say, "That parcel has never arrived;" they look to their books, and see to whom they delivered it it; if it is gone to Preston, they will write to Preston. The Grand Junction would write on to the station at Preston. There would be a chain of inquiry throughout.

4980. Who is the individual to look to in the first instance?—I should say the individual to whom the goods were intrusted in the first instance, as he agrees to pass them on.

4981. Suppose a person goes to Euston-square, and puts in his parcel for Preston, it would have to traverse three different lines; by return of post it appears it has not reached its destination; is the person to go to Euston-square to inquire?—Yes, they would show they had delivered it to the Grand Junction, and the Grand Junction must trace it on; that has happened again and again.

4982. Unless the first company makes itself responsible for the whole, must not inconvenience arise from a broken liability?—(*Mr. Rathbone.*) There is a great deal of inconvenience with respect to common carriers, if the person does not know how to trace the property, and the liability is not clear.

4983. *(To Mr. Earle.)* How would you get over that difficulty?—(*Mr. Earle.*) I would make the company that receives it answerable for its proper transmission; that company would take care it was properly delivered to the next company, and so on.

4984. Would the first company make itself liable for its transmission through the whole line?—I think they would, for the sake of getting rid of the carriers off the line.

4985. There is no natural liability beyond the limits of your own line?—No; but I think they would be glad to undertake it to get rid of the inconveniences they now suffer.

4986. Mr. *Loch.*] Suppose a parcel of goods consigned from London to Newcastle, you write to your correspondent in Newcastle that the goods are despatched by such a train, and on such a day, they do not arrive, his course would be to apply to the carrier who had an agent at Newcastle to look out for them, and they are traced in consequence?—Yes; and I conceive that would be done by the company to whom they were delivered; they would investigate the whole.

4987. In that case a letter must be written to London, whereas, at present, all the person has to do is to apply to the agent at Newcastle?—There are many of the carriers who do not carry throughout; they deliver from one to another; I cannot conceive there would be more difficulty in one public company handing over the goods to another, than one carrier handing over goods to another.

4988. With reference to the case put to you before, is it the fact or not that the Grand Junction Company carries to Birmingham, and at Birmingham consigns the goods to a private carrier to take to London?—Yes; I will state how that arose; a great many goods were brought to the Grand Junction premises in Liverpool, to be sent to London; we were obliged to say that we were not London carriers; though we carried goods half way to London, we were obliged to hand them over to some London carrier. We said, "You must go to any of those carriers who run upon our line." It occurred to us, that there was a great amount of business naturally devolving on us, that we might turn to some account, and that, if we selected one of the carriers to carry them on to London, he might reciprocate with us, and give us goods to carry down to Liverpool and

and Manchester; in short, we made an arrangement with Mr. Robins; who agreed to take our goods, but would not pledge himself to bring us the same quantity; a great number of persons prefer sending by the company; and many goods would have gone in that way that the carriers would never have got hold of at all.

4989. (*To Mr. Rathbone.*) In what state is the railway between Lancaster and Preston?—It is advancing fast towards completion.—(*Mr. Chapman.*) It will be completed, it is said, about this time next year.

4990. Have you had communication with the directors at Lancaster, as to the mode in which you shall use it when the communication is opened to London?—(*Mr. Rathbone.*) They wrote to us to know what arrangements we should be disposed to make; and we wrote in reply, asking for some explanations as to some of their questions, not quite intelligible, which we have not had; but have informed them, that we shall be happy to deal with them in the same manner as we have with the Liverpool and Manchester Company; that we would be glad to enter into arrangements for running coaches continuously over their line, to accommodate their traffic in our Preston station, and to assist them in the locomotive power department if they required it, and to those proposals we have had no reply.

4991. Mr. *Thornely.*] Will there be a junction between the North Union and the Lancaster and Preston?—Yes, direct on the same level with the North Union rails in Preston, and which will allow of carriages running uninterruptedly through from Lancaster, when that line is completed.

4992. Mr. *Loch.*] You are a director of the Midland Counties Railway; when will that be completed?—Early next spring.

4993. Viscount *Sandon.*] Do you see any difficulty arising from the permitting a train from a tributary line, intended to meet your train, passing on, if that train does not keep its time?—(*Mr. Earle.*) Yes; if their doing so is to depend upon the arrival of the train upon the main line, it is quite clear they must be there for 10 minutes or a quarter of an hour before that train arrives or is expected to arrive; it depends upon the amount of business to be brought whether it will allow of an independent train. I think the evil, perhaps, will be remedied in some measure when the engines get to perform with greater regularity; they are very much improved, but there will be always an inconvenience in allowing of trains going on.

4994. Mr. *Loch.*] What would you do if your train should come before instead of behind it?—It would depend on whether it was a first or a second class train, and how long the one had started from the station. If it was a first-class train following a second, there might be danger; but if they were both first-class trains I do not think there would be much inconvenience, inasmuch as they might be at a considerable distance at the speed at which they go; five minutes puts them several miles asunder.

4995. Suppose one of the tributary trains was to pass on first towards Birmingham, would you permit them to take up passengers on the Birmingham line?—By arrangement; but the main line would be so well provided for that service, that it would not be worth while.

4996. Supposing the Derby train gets on, and gets first to Wolverton, would you allow them to take up the passengers?—(*Mr. Rathbone.*) I think they would be bound by arrangement, and on some terms, to give the London and Birmingham passengers that advantage in passing over their line if required; but speaking from the experience of the North Union Railway, I should say that, with the care now taken, the trains may keep their time so as rarely to raise this question.—(*Mr. Earle.*) Those are mixed Liverpool, and Manchester, and North Union trains; and the question, as I understand it, does not apply to the Derby line. The Grand Junction is a case in point; there they do not take up on the Liverpool or Manchester line, unless it is to bring passengers on their own line; they would not take up a person between Liverpool and Newton to bring him on to Newton, but they would take up a person between Liverpool and Newton to carry him on to the Grand Junction.

4997. It does not follow that the train that is to come from the tributary line should always be a first class train, so as to correspond with the first class on the London and Birmingham, does it?—It does not; though if you consider the London and Birmingham a tributary stream to the Grand Junction, it supposes there must be a first class train on the Grand Junction.

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4998. The local circumstances must make that vary on almost every line?—Yes.

4999. That will increase the difficulty of splicing in one with another?—Yes.

5000. Lord *Sandon*.] It would increase the difficulty from the trains not being at their relative situation, one to another, which they are expected to be; if you expect a train to be before you, and they come behind you, would it not?—No; I think with proper signals there need not be much difficulty; there are trains on the Grand Junction arriving on the Liverpool and Manchester just about the same time with the second class trains. It is desirable to know whether a second class train is before or behind, and that is ascertained by making a signal which is well understood.

5001. You think there is no doubt those signals will be well understood?—Yes, the engine-man will be on the look-out, and will ask the question.—(*Mr. Rathbone.*) They should be always on the look-out to see what is before them, as well as for the signals.

5002. Mr. *Loch*.] Do you find the trains keep their time better than they did?—(*Mr. Earle.*) Yes, very much.

5003. Is that owing to the better experience of the men?—It is owing to the engines being themselves in much better order, very much improved, and owing to their getting a better supply of coke than we had; all these things contribute.

5004. Have the engines been much improved?—Not in principle, but they are better made.

5005. Are your engines six-wheeled engines?—They are.

5006. Do you think they keep their time better than the four-wheeled engines of the London and Birmingham?—It enables us to have a more powerful engine, without injuring the road; they have larger heating surface and larger cylinders.

5007. Does that enable you to keep your time better than the four-wheeled?—I think it does, on account of the greater power of the engines, but they have not more power from their having six wheels.

5008. Lord *Sandon*.] Have you power to punish your men in case of misconduct?—Yes, we may bring them before a magistrate.

5009. Do you sign agreements with them under which they lose part of their wages in case of misconduct?—No, we do not find it our interest to press agreements to that effect.

5010. Do you think any legislative regulation, imposing a certain forfeiture of wages, without special agreement, would be advantageous?—Yes, I think the same law should apply to an engine-man which applies to a man who leaves his work undone.

Martis, 9° *die Julii*, 1839.

MEMBERS PRESENT.

Mr. Baring.	Mr. Loch.
Mr. Freshfield.	Lord Seymour.
Mr. Greene.	Mr. Thornely.

LORD SEYMOUR, IN THE CHAIR.

Mr. *E. Bury*.

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Mr. *Edward Bury*, called in; and Examined.

5011. *Chairman*.] YOU contract to supply the London and Birmingham Railway with locomotive power?—I do.

5012. How long have you had the contract?—I think now it is somewhere about four years since first I was connected with the company; it is rather more than two years since the line opened. I think it was in the latter end of 1835 when I first agreed to take the management of their power.

5013. Mr. *Loch*.] You are rather in the condition of superintendent of the locomotive power than contractor?—Yes; the locomotive engines are all under my charge; they are all made under my superintendence; and of course it required that I should be connected with the company long before the line opened, because the engines took a long time to be prepared.

5014. In

5014. In some measure, the form of the engines employed upon the London and Birmingham differs from those employed upon other railways?—Yes.

5015. Will you be kind enough to state in what the difference consists?—We have a circular boiler, and the others have a square boiler. The journals, that is, the part which revolves in the frame, are inside the wheels, instead of outside; we have nothing, in fact, outside the frame of the engine but the wheels. The frame of those upon the Grand Junction, and of the other engines generally in use, is outside the wheels.

5016. There is a distinction also as to the number of wheels?—We limit ourselves to four wheels, while the others have six.

5017. Is there any difference as to the number of tubes in the fire-boxes?—We have fewer tubes than they have generally, and the tubes are rather larger in diameter.

5018. That does not result from the different form of the fire-box?—No; the others are rather beginning to do as we do.

5019. Was there any reason for your altering the form of the fire-box from that adopted in Stephenson's engines?—We considered it a much stronger form.

5020. It had nothing to do with producing steam?—It was a better form for producing steam; it had several advantages. In the first place, it allowed a fire to be made which would produce much more effect; and it suited the displacement of the water by the action of the generation of steam. The form of the engine that we use is not new upon the London and Birmingham Railway; we have never made any other kind. I have made now about 90 engines, and I began to make them before the opening of the Liverpool and Manchester Railway.

5021. You have some upon the Liverpool and Manchester of that form?—Not exactly of that form. I made two for the Liverpool and Manchester for their business; but they required an outside frame. I have made one for Mr. Hargreaves, of Bolton, who travels upon the Liverpool and Manchester, and another for Bournes & Robinson, colliers, upon the line.

5022. Has the cost of locomotive engines increased much since you first began to manufacture?—Very considerably.

5023. About what was the price when you first began?—The contract price of the first passenger engine I made was 700*l.*, and the contract price now for engines for the London and Birmingham is 1,250*l.*

5024. Does that arise from their being more perfect?—Requiring different materials and different workmanship.

5025. The weight is a little increased, is it not?—Yes; not so much with us. The weight of the passenger engine of the London and Birmingham is nine tons and a half, including the water; the engines which we at first made for the Liverpool and Manchester weighed seven tons and a half.

5026. What is the weight of those which run upon six wheels?—I think 13 or 14 tons, but I have no means of knowing exactly.

5027. Do you employ the same sort of engine for the goods traffic as the passenger traffic?—The same form of engine, but more powerful; the passenger engine is meant for light loads and greater speed, the luggage engine for heavy loads.

5028. What is the distinction between the two?—The passenger engine has a larger driving wheel, five feet and a half diameter; and the luggage engine has five feet wheels, and they are all coupled. We get the adhesion of the whole engine for the luggage trains.

5029. What is the weight of the luggage engine?—Eleven tons and a half.

5030. You do not find your engine with four wheels more apt to get off the rail than the six-wheeled engine?—It is less likely to get off the rail than the six-wheeled engine.

5031. How does that happen?—In going round the curves, the four-wheeled engine adapts itself to the curve better than the six-wheeled engine.

5032. Mr. *Freshfield.*] On a straight line the hold would be greater with six wheels?—No; I imagine it is less in a straight line, because there is more play on the axle; the consequence will be, that there will be more vibratory motion on the straight line.

5033. Mr. *Loch.*] What is the cost of an engine for the goods traffic?—£. 1,400.

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5034. The distance between London and Birmingham is 112 miles?—112 ½ miles.

5035. How many engines do you find it requisite to employ for your passenger traffic?—We have eight passenger trains each way a day, and the number of engines will depend upon the weight of those trains; sometimes we have two engines, and yesterday we had three engines to one train.

5036. How many engines have you at present?—Fifty-five; that is the whole number; the number of engines ordered for passenger trains is 51, and for luggage 30. There are 36 passenger engines delivered.

5037. In consequence of your having fewer engines than you think necessary, are those employed upon the line much worn?—Some require repair; we have plenty of engines to do the work. We could repair them, but we have not shops ready: it will be two months before the shops will be ready.

5038. Where will the repairs take place?—In Wolverton, the main repairs.

5039. In that respect, as well as in others, the London and Birmingham have opened before they are ready?—Yes, much too soon; I protested against the acceleration of the mail trains as much as I could. I told the Board what we must expect; that we must go on with it as well as we could. We were disappointed also; we expected six new engines to be delivered on the line in March last, and they were not delivered.

5040. Will you state what you mean by speaking of what the Board might expect from opening before they were ready?—The acceleration of the speed would produce more accidents, and much more wear and tear; and as we were not prepared to do the repairs, that we should most likely find ourselves in a difficulty.

5041. Has the result been such as you anticipated?—It is coming on.

5042. Have the arrivals of the trains been less regular of late than they were, owing to that circumstance?—Yes; within the last fortnight we have began the acceleration, the trains have been late; but we are recovering ourselves, and in the course of 10 days I think we shall be able to manage our arrivals as we did formerly, pretty regularly.

5043. Have you any papers to produce to the Committee?—I have all the statements which the Committee requested might be brought: these are the official documents that are sent in to the Board.

[*The Witness produced the same.*]

5044. Mr. *Thornely.*] Do those returns show the time the trains have taken for the journey since the acceleration which was to do the work in five hours in the day, and five hours and a half in the night?—Yes; those returns give the times of the arrival at Birmingham, and the times of arrival at Euston-square, for the week ending the 29th of June, and also the week ending the 6th of July.

5045. Mr. *Loch.*] You mentioned that the trains had become more rapid than formerly; what is the reason of that?—There is more despatch at the stations, and more activity in the establishment altogether; these are the returns of the arrival of each individual train at each station on the line.

[*The Witness delivered in the same.*]

5046. There has been no improvement either in the condition of the engine or an additional number being obtained?—None at all; we remain the same; we have had one coupled engine delivered since that; we had one delivered on Saturday, and several more are to come in, in the course of this month.

5047. Has the size of the trains increased very much during the last month?—Yes, very much.

5048. When you made your original calculation as to the cost of carrying passengers by the railway, what was the number of carriages you proposed attaching to each engine?—Not more than 12.

5049. What was the rate you proposed?—The Board fixed the speed at 22 ½ miles an hour.

5050. What was the cost you calculated it might be done for?—I thought it might be done at a farthing per passenger per mile, and leave something very handsome for the contractor.

5051. That was upon the conditions that there should be only 12 carriages attached to each engine, and that the rate should not exceed 22 ½ miles

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an hour?—Yes, I took 250 passengers as the number a train could take, but I made my calculation upon half the number, 125.

5052. Twenty-two and a half miles per hour meant the number of hours actually occupied in travelling?—Yes, the journey was to be accomplished in five hours and a half; that was allowing half an hour for taking in water and fuel.

5053. In the last month, what has been the average number of passengers attached to the principal train?—The down mail train in the morning at half-past nine, has had 24 carriages; yesterday it had 27; and this morning, 27; yesterday we had three engines to the train.

5054. What is the speed you are obliged to go at?—We should accomplish it in five hours; half-past two is the time to arrive at Birmingham, and a quarter to three is the time for departure of the Grand Junction train; that is, the continuation of the mail-train.

5055. Mr. *Freshfield.*] You have not stated how far your calculation has been realized?—It would have been amply realized if it were not for the irregularities of the trains; some trains will do nothing at all, other trains are too heavily loaded.

5056. Mr. *Loch.*] So that, in point of fact, the conditions upon which you formed your calculation have never been realized?—We have been in that state, that the contract never could be fairly put in force; it is partly in operation, but not entirely so, and at this moment is undergoing some modification.

5057. Is it the most beneficial way of applying the power by putting three engines in front of 24 carriages, or would it be more beneficial to divide them into three trains?—It would be more beneficial to divide them into three trains.

5058. What reason induced you to put the engines in front of the 24 carriages?—We must carry the whole train to Birmingham, in order to be taken on by the Grand Junction train, if we divide it, and one part arrives later, the Grand Junction will not wait, they will go as soon as they get the mail-box; at least I suppose so.

5059. And you could not run them so close together as to arrive at the same time?—No; and another reason is, the quantity of work to be done upon the railroad, in placing the rails and adjusting the line, would be so much interfered with by three trains, that it could not be done.

5060. The work that is necessary for completing or keeping the road in repair is so great, that you wish to interrupt it as little as possible?—Yes; the work necessary to complete the railway, for the railway is not yet completed.

5061. Are many works to be completed upon the railway?—Yes.

5062. How many?—It requires seven engines to do the ballast work daily.

5063. Then those seven engines are to be deducted from your available power?—No, they are independent of the passenger engines.

5064. Mr. *Freshfield.*] What space of time would you feel necessary, with a view to the safety of the passengers, if you did divide your trains into three, between the first, second, and third?—Not less than half an hour.

5065. If the trains succeeded each other more rapidly than half an hour, you would consider it dangerous?—At present, it would be running greater risks than we ought to run.

5066. Mr. *Thornely.*] The mail-train only slackens its speed to receive and deliver bags at the stations; it does not stop?—At some of the stations it stops for water; we only stop once between this and Tring, then we stop at Wolverton, at Weedon and Coventry; we leave out several of the first class stations for the accommodation of the Post-office, so as to prevent delay.

5067. In fact, you never stop the train for receiving or delivering mail-bags merely?—No.

5068. Mr. *Loch.*] Would it be possible when a train is so large as you describe, so to arrange the passengers that you might have a train despatched to Liverpool, independent of the mail-train?—We have determined this morning upon the very subject; something requires to be done to give that despatch which the Post-office call upon the Company to give, and I expect that notices will be out this morning that no private carriages will be taken with the mail-train after Monday, but we shall send the carriages at nine o'clock; that

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Mr. Baxendale determined this morning, and I think he will carry it out in the course of the day; the night-mail we have never had any difficulty with.

5069. That is in consequence of their not being overloaded with the number of carriages?—Yes; we know what it is, and it is provided for; it never exceeds 11 carriages.

5070. It has been stated that there has been considerable delay, in consequence of the number of carriages upon your train, between Wolverton and the summit at Tring?—I think it is very likely; it is the most difficult part to work.

5071. And that they have not a regular supply of engines?—We have had engines ready, but not had engine-drivers.

5072. Is that in consequence of the difficulty of getting engine-drivers?—The right kind of men is scarce, and this traffic is come upon us to a greater extent than I had contemplated.

5073. But all these matters will be arranged in the course of time?—Yes, those are matters that will cure themselves in a very short time; for instance, for the mail-train, in the morning, we had three engines yesterday; and if we found that that was likely to continue, we should always have plenty of power ready.

5074. By adopting this new arrangement of sending gentlemen's carriages half an hour before the mail-train, you will overcome the difficulty?—I think we shall overcome the difficulty, because the mail-train is increased in weight only by the increase of carriages and horse-boxes; in no other way.

5075. Have you made any calculation as to what the locomotive power costs you at the present moment, under the present system of working the railway?—It does not cost the contract price. I think, the last half year, in December, our locomotive expenses were 16,000*l.*, and the Grand Junction expenses were 36,000*l.*, and the Liverpool and Manchester expenses were 26,000*l.*

5076. Mr. *Baring.*] What does that include?—It includes the coke, the oil, the expense of the repairs, and the wages.

5077. Not the interest for the original cost?—No, it does not include the interest or depreciation.

5078. Mr. *Loch.*] The other two railways do not contract for the amount of locomotive power?—No.

5079. Is it not in some degree the interest of the contractor to keep the railway under power than over power?—No, decidedly not.

5080. When a press comes, the amount of engines that you may have upon the roads may not be equal to that additional traffic that may come suddenly upon it?—When we have the whole amount of engines that are ordered, and the repairing establishment at Wolverton complete, there will be no difficulty in doing any amount of work that the London and Birmingham may require.

5081. But it will be the natural interest of the contractor to keep the establishment as low as the amount of traffic may require?—Yes.

5082. In the event of the railway company furnishing the locomotive power, the same feeling does not exist to the same extent?—I think the contractor would do it more economically than the company could, because he would look into things more closely.

5083. Is it to the advantage of the engines to allow them to cool?—No, that does not signify; the reason we change at Wolverton is, to save the men, and not the engine; the care which is necessary on the part of those men, and their extreme attention, is so great, that in rough weather I thought that five hours and a half, in going the whole way to Birmingham, would be too much, therefore I preferred letting the engine-man go half way, and back again; he would still work the same distance, but he would have a little rest between, and be more active and more able to carry on the work.

5084. From your very great experience on this subject, will you state to the Committee whether you think it would be advantageous to the railway companies, and safe to the public, to permit generally the engines of one company to work upon a railroad belonging to another company?—It cannot be done with safety.

5085. Will you be good enough to state the grounds of that opinion?—I take it for granted, and my experience shows that it is the case, that all the accidents that have happened upon railways arise from irregularity; in 19 cases out of 20, irregularity is the cause of accidents; all those I have noticed for years on

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all the railways may be attributed to that; but if engines of one company are allowed to come upon the line of another company, there will be an end of all regularity.

5086. You do not think it would be possible to place the servants of one company under the control of the other, so as to produce the necessary regularity?—I think it quite impossible.

5087. Would there be any risk, from the eagerness of the servants of the different companies, in competing with each other?—That has led to a great many accidents.

5088. Then, upon the whole, your experience is decidedly against the locomotive engines of one railway being used upon another?—Most decidedly.

5089. Do you think it would be of advantage to a company like yours to send your engines on to Liverpool and Manchester?—No; so many questions would arise, that it would be endless trouble to the company; indeed I do not think it would be possible to do it.

5090. You would find an establishment necessary at those places for repairs, in the event of accident?—You must have either an establishment or the means of bringing the engine back; and it frequently happens, almost constantly happens, if a serious injury arises to an engine, that she cannot come back upon her own wheels, and you must have wheels to bring it upon; we have, upon the London and Birmingham, iron trucks to carry a crippled engine; I proposed that to the Board, and they at once acquiesced in it, and in one instance we found it of great advantage.

5091. Has Wolverton been fixed as the station for repairs on account of its central situation?—Yes.

5092. Have you any means of repairing both at London and Birmingham?—Very limited.

5093. If the trains at Euston-square should continue as they are now, have you the means of placing all the carriages upon one line before they start?—No, we have not.

5094. Is your stationary engine equal to that?—The stationary engine might be equal to it, but the rope is not. I do not think a rope could be worked strong enough to carry up all in one train.

5095. How did you do this morning; did you take them up by turns?—Yes. Yesterday morning there were 29 minutes lost, at Camden Town, in taking them up; and that is one great cause of the delay.

5096. Irregularity of despatch?—Irregularity of despatch, arising from circumstances over which the company have no control. The shed will have to be extended; and indeed I think alterations to a very serious extent must be made at Euston-square before it can be quite right.

5097. Arising from the traffic being so much more than it was anticipated?—Yes.

5098. Does the same inconvenience arise from the want of accommodation for goods?—Our goods traffic is limited at present, and probably it will remain limited for a short time; if we had more waggons, so as to encourage that trade, I think we should have found the same inconvenience in the stations as we do now in passengers' stations.

5099. Then, in point of fact, the growth of the whole machine has been much larger than you anticipated?—Yes; yesterday we had 70 waggons, two engines from Birmingham to Wolverton, and three from Wolverton to London.

5100. The additional engine from Wolverton was on account of the ascent to the summit?—No, on account of the waggons that came on at Wolverton; we have a carrier of the name of Golby that comes on at Wolverton, and there are the return coke waggons to bring back.

5101. After the railway has been in operation for some time longer, you will probably be able to calculate the amount of traffic, both in passengers and goods, that each station will afford?—Yes.

5102. And you will distribute your locomotive power and the carriages accordingly?—The carriages are distributed; the locomotives must run from the ends or the middle.

5103. But may not the trains be so great, that you will require an engine to be in readiness at some of the stations?—The moment we pass the summit at Tring there is no difficulty: I think we had 38 carriages in one train upon one occasion.

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5104. Do you expect any of the lateral railways connected with your line to open soon?—The Birmingham and Derby will open in August.

5105. Have any arrangements been made with that company as to the mode in which they are to open that line?—No communication has been made to me by the Board. I was accidentally in Mr. Baxendale's office when Mr. Smith, the chairman, was there, and it was determined that their engines do not come upon our line. I expect that I shall have to bring their passengers from the junction at Hampton.

5106. And to take their passengers to Birmingham also?—Yes.

5107. Mr. *Baring.*] When does the Midland Counties Railway open?—I apprehend it will be the latter end of next year that it will open.

5108. Mr. *Loch.*] Do the number of engines that you have mentioned include all upon the lateral lines?—All but two for the Aylesbury line; and the London and Birmingham are to work that line, therefore they should be included in the stock of the London and Birmingham. The times of arrival and of departure are so arranged as to allow the trains to dovetail into ours.

5109. Have you at all considered, or does that come within your consideration, the amount of fares that will be charged by the London and Birmingham to the Birmingham and Derby Company?—No; it does not fall within my department at all.

5110. You do not know how that arrangement is likely to be made?—No.

5111. Have you ever considered the mode of levying the Government tax upon railroads?—No; I have never thought much upon it, except that it falls very heavy upon the short lines.

5112. Why do you say that it falls very heavy upon the short lines?—Because it forms a large per-centage upon them; for instance, there is the Bolton and Manchester, it is 10 miles long, it has a very large traffic of 1*s.* or 1*s.* 6*d.* passengers, and a very small amount of first-class passengers; the tax falls harder upon that line than it does upon the London and Birmingham, where we have such a large first-class trade.

5113. Then you mean to say that it bears hard upon those railroads that depend upon second class passengers for their profit?—Yes.

5114. As far as your experience goes, do you think a lower rate for third class passengers would be advisable?—I think we shall be obliged to have it. I have looked at that question in this way: the railways have destroyed, or they will destroy, all other means of communication whatever; the stage-waggons, and conveyances of that description, which have afforded those persons accommodation, will in the end be taken off, and the companies must provide in the same way a kind of conveyance suitable to the means of those passengers.

5115. So that the railroads not merely affect the stage-coach travelling, but also the lowest species of travelling by means of the waggons?—Yes.

5116. And the class of passengers that went by that third class mode of conveyance have not yet been provided for on the longer railways?—No.

5117. And it will be the duty of the companies to provide for that class of passengers?—I think so; I have spoken to our Board repeatedly, and the answer is, the limit in the Act of Parliament that all passengers shall be charged alike.

5118. They are not obliged to charge the same rate for all passengers?—First and second; they have no third class. I proposed that whenever we had a lighter train of eight or ten waggons of goods, a carriage should be attached to that train, and that we should take the passengers at a low fare.

5119. And that that should go at a lower speed?—Yes.

5120. Mr. *Greene.*] What is the difference of speed between your luggage train and your passenger train?—The luggage trains are about eight hours in coming from Birmingham to London.

5121. And your first class trains are five hours?—Yes.

5122. What did you state to be the difference of cost between the engine which carried the luggage train, and that which carried the passenger train?—The contract price for the passenger engine is 1,250*l.*, and the contract price for the luggage engine is 1,400*l.*; 150*l.* difference.

5123. Where do you make your engines?—In Liverpool.

5124. Does the luggage engine continue longer without requiring repairs than the passenger engine?—As yet we have had no experience upon that subject, but I should say that it would continue much longer.

5125. Do you imagine it would be possible to place a lower description of passengers upon the luggage train?—Yes.

5126. Would that be a desirable mode, and an efficient and the best mode for the company in conveying the lowest class of passengers?—I am not prepared to answer that question; but in considering the general effect that the railway companies have had upon the high roads, I have seen no other means of accommodating the lower class but by attaching them to the luggage trains.

5127. What number of carriages do you attach to each engine?—Not more than 12; whenever there are more, I order another engine to be put on.

5128. You have stated that this morning there were three engines attached to the train?—Yes.

5129. And that yesterday they were delayed?—Yes, 29 minutes at Camden Town.

5130. Where would be the difficulty in starting one portion of the train at once, and letting the other follow in half an hour?—Three half hours must elapse; the last portion of the train would be an hour and a half behind the first portion.

5131. Mr. *Baring.*] You stated that there were 27 carriages, and that 12 carriages is a fair allowance for a single engine; could you not divide that between two engines?—In moderate weather we can convey 16 or 17; but taking all circumstances into consideration, the chance of change of weather, and wind or rain, it appears to me that 12 carriages would be what the engines could convey under any circumstances.

5132. Mr. *Greene.*] You would have been able, having divided the train into three parts, to have gone at much greater speed than having them in one train?—Yes.

5133. How do the workmen upon the line prepare, in anticipation of the arrival of a train?—Half an hour before the arrival of the train, that is the order; that they should be prepared half an hour before the train comes up.

5134. In point of fact, the men would have anticipated the arrival of the train one half hour before it arrives?—If they acted up to orders they would.

5135. In the case that occurred yesterday, of the train being delayed 29 minutes, they must have been an hour delayed?—No; they recovered part of that time. I passed the train at Coventry, and they had recovered a quarter of an hour.

5136. Mr. *Thornely.*] If you divided it into three trains, would not the last be almost to a certainty too late for the Grand Junction?—Yes.

5137. Mr. *Freshfield.*] You would lose not an hour and a half, but an hour, calculating the loss of time in starting?—Certainly, it would be only an hour.

5138. And you would gain something in speed?—Yes; but it would be a course which I should not recommend the Board to adopt at all.

5139. Mr. *Greene.*] Why?—Because I should not allow them to pass so close to each other; and in going through the tunnels there is a great difficulty. It would not do to work the trains through the tunnels very close to each other, for a train going through a tunnel leaves it full of smoke, and the man who follows immediately could not see before him; he could not see the red light which is carried by all the trains, and it would be very dangerous to go through the tunnels at the same speed which he would travel at on the other parts of the road. It was tried, very much against my desire and my wish, when we were working to Denbigh Hall, at the beginning of last year; they divided the trains contrary to my expressed wish to the Board; but there was a great deal of difficulty and confusion, and in consequence of that the Board passed an order that it should not be so.

5140. Mr. *Loch.*] You have expressed your opinion very decidedly against the locomotive power of one company being allowed to use the line of another; do you extend that to lines of short distances?—There is less objection to short distances; a good deal will depend upon the traffic. Upon the Liverpool and Manchester there are engines belonging to five different companies: the Liverpool and Manchester; the Grand Junction; Hargreaves, of Bolton; Mr. Turner, from Haddock colliery; and Bournes & Robinson, from the Elton Head colliery.

5141. The North Union?—They do not run upon the Liverpool and Manchester; they dovetail in with the trains of the Liverpool and Manchester.

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5142. Mr. *Baring.*] What length of time do you consider that a new engine will work before it requires any material repair?—We have some engines that have been in work two years, and do not require much repair.

5143. Mr. *Loch.*] Then upon the Liverpool and Manchester there is this peculiarity, is there not, that there is a large proportion of the directors of that railway, and of the Grand Junction, members of each?—Yes; I believe seven directors of the Liverpool and Manchester are directors upon the Grand Junction.

5144. And leading members of each Board?—Yes.

5144*. So that, in point of fact, as far as that goes, they may be considered as one Board?—Yes.

5145. Should you suppose that this arrangement would be attended with safety to the public; suppose there are two railroads for short distances, with trains starting every quarter of an hour, and two other railroads coming from a considerable distance into them, do you think that those might work to the same station, upon the same set of rails, without some inconvenience?—I am sure it cannot be done; I am quite decided about that.

5146. Would your objection be increased if the traffic coming from the long railways was to cross the traffic of the shorter railways, in order to get to their stations?—It would add, of course, very materially to the risk.

5147. Your opinion is that four railroads, constituted such as I have described, could not work without danger to the public; four different railroad companies coming upon two lines of rails?—I do not think they could do it without some serious accidents.

5148. Do you think that there is any difficulty of two railroads coming upon one line of rails into a station in London; for example, do you think there would have been much inconvenience if the Great Western had had its station in Euston-square?—Yes.

5149. You think that there would have been very great difficulty in working the two lines?—Yes.

5150. Then you think the public have derived an advantage from the stations of the two companies being different?—Yes.

5151. And, in any other instance, you would recommend that the stations in London should be kept separate?—Yes; I think it would be attended with risk upon any of the longer lines, if they had any other railway coming upon them.

5152. As you have the charge of the locomotive power of the London and Birmingham, you will be able to give the Committee some information upon the subject of carrying upon the London and Birmingham; the company are not carriers themselves?—They are not.

5153. Do you think you could work the locomotive power of the company easier, if they were to be carriers?—It makes no difference at all; the company must retain the power in their hands to allow the luggage trains to start at such times as will be convenient to the other traffic.

5154. There is no inconvenience arising from the circumstance that you do not know beforehand, with the same degree of exactness, the amount of goods to be carried by private carriers, as if you were yourselves the carriers?—I do not think there is any difficulty about that.

5155. Do the carriers fill all the waggons, or do they select particular waggons, some of which may be full and some empty?—They put what weight they please in the waggons, but they must pay for a certain weight.

5156. They do not always send the waggons full?—No.

5157. Have they a jealousy that one carrier should not know what another is doing?—I never heard anything of that sort; it appears to me that nothing of that sort has taken place upon the London and Birmingham line.

5158. And you find no difficulty in working upon the present system?—No.

5159. Which do you think is the most advantageous?—That the carriers should be admitted upon the line.

5160. Do you think they can do it cheaper than the company can?—I think very considerably.

5161. Does that extend to the carriers conveying the goods?—A private carrier would convey the goods, and, if I may so say, handle the goods at less expense than the company could; he would adopt those plans which would seem

seem to him to be the best; and as regards his general connexion with the country, the public would be very much benefited.

5162. If the London and Birmingham Company were to become carriers, they would be obliged to increase their establishment?—Yes.

5163. And they could not, in your opinion, collect the goods through London so easily as private carriers?—I do not think the company could do it.

5164. After the lines of railroad are open to Newcastle, for example, first there would be the Midland Counties, then the North Midland, then the York and North Midland, then the North of England; would it be possible, supposing that your company were to become carriers, that you could make arrangements with all those different companies, so as to convey the goods, without any trouble to the consignor or consignee, from one end of the kingdom to the other?—I think they might do it, but it would be done much better by individual carriers.

5165. Individuals would be able to make arrangements all over the line, and with each company, which would be more advantageous and cheaper to the public?—That is my opinion. I do not think that railway companies ought to have anything to do with carrying.

5166. Mr. *Thornely*.] You are aware that the Liverpool and Manchester have always acted as carriers upon their railway?—Yes.

5167. Do not you think that it would be better to have one carrier than 10 carriers?—No; I think the Liverpool and Manchester would have derived more money if they had not had the carrying.

5168. Mr. *Greene*.] There is a competition among the carriers in collecting the goods?—There is more energy and activity.

5169. They seek for business?—Yes, which the company cannot do. At the first opening of the Liverpool and Manchester, the thing was new; it was not known how it could be done, and they were obliged to enter into the business.

5170. Mr. *Loch*.] And they competed with the water conveyances?—Yes.

5171. The Grand Junction are carriers, are they not?—Yes.

5172. How do they do with respect to those carriers who carry upon your line, when they arrive at Birmingham from London; if you take Robins's goods, for example?—The Grand Junction fetch part of them. Pickford & Co. have latterly employed us to take their goods down from our goods station to Vauxhall: the Grand Junction could not fetch them, and our Board ordered that we should take them down, and we take them down every night at 11 o'clock; and I think a carrier of the name of Stenland is in the same situation.

5173. Stenland is a Birmingham carrier, is he not?—He carries to London now, and to Birmingham and Manchester also.

5174. Are there any carriers that carry from London to Liverpool, using the Grand Junction as well as yours?—I am not aware what number go through; we have ten upon our line now.

5175. You do not know how the goods come from Liverpool to you?—No; we deliver them at a certain point, and then we have done with them.

5176. Have you ever calculated what horse power your engines are?—The passengers' are 30-horse power, and the luggage 40; but a great deal depends upon the character of the engine. The same size of cylinder will be more powerful than another, depending upon the capability of the engine to generate steam.

5177. Mr. *Thornely*.] Is there a considerable demand for engines for export?—That has passed away a good deal.

5178. Do you know anything of an experimental engine that was sent over from America, with a view of going upon the incline from Birmingham to Gloucester?—Yes, I saw it start.

5179. What was your opinion of the result?—That there was no occasion to send to America for engines.

5180. Do you know anything of the price?—The price of this was 1,900 *l.*; I do not know what the cost on the other side of the water may be.

5181. Are a great many engines made for the United States?—Yes.

5182. And for Canada?—I am not aware that any have gone to Canada; I have made a large number for America.

5183. You consider this American engine to be a failure?—Yes.

5184. Mr. *Baring*.] Is there a manufactory of engines at Belgium?—I believe very

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very large. I think there has been a mistake made about that engine from the United States. The engineer who ordered it left the pressure of the steam an open question. I have no doubt that the engine has been working at at least 100 lbs on the inch.

5185. Mr. *Loch.*] What is the ordinary pressure that your engine has?—Fifty pounds.

5186. Mr. *Thornely.*] Is that engine in use now?—I think not now; on the Grand Junction Railway it conveyed 30 trains, with a certain specific weight, and the times were accurately taken; they have since tried a train on the Grand Junction with precisely the same waggons, and the distance was performed in 28 minutes less time.

5187. Mr. *Loch.*] You stated that there was a want of engine drivers whom you could trust; that is from the great demand for those, from the increased extension of railway travelling?—Yes.

5188. Does it appear to you that you have sufficient power over your men as the law stands?—There is only one point, that the men should not be allowed to leave the railways without giving three months' notice.

5189. Could you not arrange that with your men?—They do not like to enter into engagements; we have not one man under an engagement.

5190. Do you find them regular and well-behaved?—Very; I have not any trouble with the men.

5191. Have you any power to fine them?—No, I have no document, but I have fined them; I have fined one or two men a sovereign each.

5192. You found no difficulty in exacting the penalty?—Not at all; I have very seldom had occasion to fine them, because they know that if they do not do that which they are ordered to do, I shall not keep them.

5193. Are they intelligent men?—They are men of great activity, and of great ability to get out of a difficulty.

5194. How have they been bred, as blacksmiths?—No, they are principally labourers.

5195. Do you take them more from one part of England than another?—No, wherever I can get them.

5196. How do you give them sufficient practical knowledge?—We do not want them to have much; I would rather the men should not touch the engine themselves.

5197. If any accident should arise on the road?—Then they must get out of the difficulty.

5198. Mr. *Thornely.*] What length of time does it take a man to train him?—It depends upon his character; some men will take it immediately, others will never be engine-drivers.

5199. *Chairman.*] What wages do you pay?—£. 2. a week; and some of them get 5*l.* at the end of the half year; and I also give them rewards for their care over the coke, and in the arrangements.

5200. Mr. *Baring.*] What wages have the stokers?—About 30*s.* a week.

5201. They become engine-drivers?—Yes, we have five or six that I have put forward upon the line who were originally only firemen.

5202. Mr. *Thornely.*] You had an accident at Euston-square two or three weeks ago, by an engine darting into the preceding train, and doing mischief; was that an experienced man who had the management of the engine?—Yes, he was; there were two or three of the most careful men on the whole line on the engine at the time. The fact was, that the stationary engines were so much out of repair that morning, that they would not take the trains up. I was at Camden-town, and sent two engines to fetch the train out of the Square; the rails had not been sufficiently cleaned; they had not been prepared for that purpose, and with the 11 o'clock train that accident happened.

5203. And that was a neglect on the part of the engine-driver?—No, I cannot blame the engine-driver; in going from Camden-town to Euston-square there are four lines of railway, two upon which we were working, and two spare ones. Upon the two lines where the rope works the engines cannot run; the consequence is, that we are obliged to go on the spare lines, and upon those lines they have been removing rubbish a great deal of late; and just at the time this train started the rain came on, and made the rails greasy. There were 16 carriages attached to the train; the first engine slipped, the wheels coming upon

upon a part of the road where there was dirt, and the second engine behind ran into the train.

5204. Mr. *Loch.*] Would more care on the part of the engineer of the second train have prevented that?—No, I do not think he could have done more than he did; the part where they were to blame was in allowing one engine to be behind the train: it is better that two engines should be at the head of the train.

5205. Generally speaking, you have an objection to the assistant engine coming up behind?—Yes.

5206. Mr. *Greene.*] The power is more successfully applied, is it not?—No, I think not; it is done every day upon the Liverpool and Manchester, upon the inclined plane.

5207. And they have had no accident arising from that cause?—They have had no accident arising from the collision; at least, not much. I think I do not recollect any serious accident to have happened on the inclined plane. There is less objection to it upon an inclined plane than upon a level; upon an inclined plane there is always the retarding force of the hill.

5208. Mr. *Loch.*] In some instances, Parliament has allowed railroads to pass each other upon a level; do you think that a safe principle to act upon?—No, it should never be allowed.

5209. Your opinion is, that upon the whole such a power should not be given to railways?—It is.

5210. Mr. *Baring.*] What amount of luggage do you allow to each passenger?—One hundred-weight.

5211. What excess do you allow?—If it is passenger's real luggage, they would allow him a quarter of a hundred-weight more than that.

5212. Mr. *Loch.*] Do you adhere to the regulation of always stopping to a certain time before you start from particular stations?—Yes.

5213. So that if you are before your time, you must wait?—Yes. I went down on Sunday night, and we had to wait at Coventry for the bags; the bags had not come up. It is due to the passengers to wait; but the principal object in doing that, and it was established at my request, at the early part of the business in 1837, was to prevent the engine-men from over-running; perhaps one man trying in how short a time he could do the work; because if we stopped him at the station, he got nothing by it. Not allowing the engines of one company to work upon the line of another, has a great tendency to produce regularity, because if they know that the passengers must be kept at the station, waiting for another train, it will compel them to pay attention to their times.

5214. Mr. *Loch.*] Have you ever considered what the effect of high and low fares is?—Generally, if the London and Birmingham Railway would not pay at 30*s.* the fares would have to be reduced to 25*s.*

5215. Is it more the interest of the company to carry a great number at low fares than a small number at high fares?—A great number at low fares.

5216. Then in calculating upon the carriage of a new class of passengers at low fares, you do not think it would be a loss to the company?—Not at all.

5217. You have no experience of what the effect of raising the fares upon any particular line of railway has been?—The Bolton and Manchester raised their fares from 2*s.* to 2*s.* 6*d.*, and from 1*s.* to 1*s.* 6*d.*, and it had the effect of reducing the passengers very considerably.

5218. Do you know whether that has been done upon any other railway?—I am not aware.

5219. Mr. *Freshfield.*] Do you know whether it reduced the aggregate receipt?—I think it increased the aggregate receipt.

Martis, 16° *die Julii*, 1839.

MEMBERS PRESENT.

Mr. B. Baring.	Lord Seymour.
Mr. Freshfield.	Lord G. Somerset.
Mr. Loch.	Mr. Thornely.

LORD SEYMOUR, IN THE CHAIR.

Mr. *John Smith* and Mr. *George Child*, called in; and Examined.

Mr. *J. Smith* and Mr. *G. Child*.

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5220. *Chairman.*] (*To Mr. Child.*) YOU are the Secretary of the Clarence Railway Company?—Yes.

5221. And Mr. Smith is the Accountant?—(*Mr. Smith.*) Yes, my Lord.

5221*. Mr. *Loch.*] What are the two termini of the Clarence Railway?—It commences on the River Tees, and terminates at Coxhoe, in the county of Durham.

5222. Is it a complete line of itself?—Yes, it is.

5223. What length is it?—The line and the branches together, 36 miles.

5224. What is the length of the main line?—Fifteen miles and a half.

5225. Mr. *Thornely.*] What part of the River Tees does it come out at?—Port Clarence.

5226. Is that the place for the shipment of coals?—Yes.

5227. Mr. *Loch.*] Where is Port Clarence?—Nine miles from the entrance into the Tees, and five miles below the town of Stockton.

5228. What was the original object of the forming the Clarence Railway?—As a coal line.

5229. Was there any difficulty in getting a way-leave?—It is not a way-leave railway.

5230. Did you ever attempt to get it done by way-leave?—No, we never attempted it.

5231. Do you carry passengers at all?—A few; not many.

5232. Mr. *Thornely.*] Have you carried passengers from the first?—Nearly so.

5233. Mr. *Loch.*] Have you any communication with any other railway?—Yes, the Stockton and Darlington.

5234. Do you act as a feeder to the Stockton and Darlington, in carrying passengers?—No, not at all.

5235. Do you act as a feeder, in carrying coals to them?—No; we take coals from them.

5236. Do you take passengers from them?—No.

5237. The 9 Geo. 4, c. 61, was your first Act?—Yes, in 1828.

5238. What was the amount of capital stock you were empowered to raise under that Act?—£.160,000.

5239. Was it by the creation of shares?—By shares or borrowing.

5240. How much by shares?—£.100,000 by shares.

5241. And 60,000*l.* by borrowing?—Yes.

5242. What was the amount of the shares?—£.100 each.

5243. Were they all paid up?—Yes.

5244. What was the next Act?—In 1829.

5245. The 10 Geo. 4?—Yes.

5246. What were you empowered to do by that Act?—To vary and amend the former Act, and raise 100,000*l.*

5247. Was that 100,000*l.* necessary, in consequence of its being more difficult to execute than was contemplated?—It was a more extended line.

5248. Was that by shares or by loan?—By shares.

5249. Were

5249. Were they paid up?—Yes, they are all paid up.

5250. The next Act was when?—In 1832, 2 Will. 4.

5251. What were you empowered to do by that Act?—To raise an additional capital of 100,000*l.*

5252. Was that by loan or shares?—By either; but it was done by shares.

5253. In those two instances, were the shares you were empowered to raise appropriated to the original shareholders, or how?—The list was increased, and part of the original shareholders took additional shares, and the public took the remainder.—(*Mr. Child.*) The option was given to the shareholders, and most of the shares were taken by them.

5254. Were they taken by the original shareholders at par?—(*Mr. Smith.*) Yes.

5255. At what price were the shares in the market at that time?—Above par.

5256. The difference between par and the price of the shares went into the pockets of the shareholders?—Yes.

5257. The company got no benefit by it?—No.

5258. Has that been paid up?—Yes.

5259. Of that portion that went to the public, did they get them at par or at a premium?—All at par.

5260. So that a person that took a 100*l.* share in the market might sell it, and gain the difference between par and what the price was?—Yes.

5261. Why did you follow that course, and why did not the company get the advantage of it?—I am not aware why it was done, but that was the system adopted.

5262. Had you any difficulty in raising money?—Yes, at one time there was; but that was soon got over.

5263. Would it not have been the natural course to have followed, if the shares were at a premium, that the company should have got the advantage of it?—The premium was very small.—(*Mr. Child.*) They would not have been disposed of in that way; it was adopted as an inducement.

5264. And the same course was adopted to induce the public to take them?—Yes, exactly.

5265. What was the next Act, in 1833?—(*Mr. Smith.*) Yes.

5266. The 3d of Will. 4?—Yes.

5267. By that Act, you were empowered to raise what?—To make an additional branch.

5268. The three former Acts were to complete the main line?—Yes.

5269. You had power by that Act to raise 60,000*l.*?—Yes; and 40,000*l.* was the estimate.

5270. What did you intend to do with the other part of the sum?—That was to go to improve the rest of the line.

5271. Has the whole been raised?—Yes, except 10, or 11,000*l.*—(*Mr. Child.*) The whole 60,000*l.* has been raised.

5272. How did you distribute that 60,000*l.*?—(*Mr. Child.*) It was by loan.

5273. Has it not been converted into shares?—No; we have 3,000 shares of 100*l.* each, that is 300,000*l.*, and the rest has been raised by loan.

5274. By a paper before us, it appears you have power to raise 60,000*l.* by shares?—By shares, or otherwise.

5275. You did not raise it by shares?—No.

5276. Of that 60,000*l.*, you have raised but 10,000*l.*?—No; we have raised it all.

5277. How does it happen that, in the same year, you applied again to Parliament for powers to raise 20,000*l.*, being the 3d of Will. 4, c. 95?—That was an extension Act, to extend the Clarence Railway from Haverton-hill to Port Clarence; consequently, we required a capital of 20,000*l.*, the whole of which has been raised.

5278. How does it happen you did not include it in the former Act of the same year?—You will observe there were two Acts got in one Session; the River Tees is rather variable as to the sand banks; and where we intended the original terminus was Haverton-hill, but finding that silted up, we had to go further down the river, and applied to Parliament suddenly to extend it, which they did.

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5279. How were you able to do that, and comply with the Standing Orders?—I cannot answer that; I was not secretary at the time it was done.

5280. Was that sum by the creation of shares or by loan?—By loan; we have no other shares but the 300,000 *l.*

5281. Has the whole of that money been borrowed?—Yes.

5282. You have a sixth Act, the 1st of Victoria, dated in 1837?—Yes.

5283. You are empowered to raise by that 60,000 *l.*?—Yes.

5284. For what purpose?—To complete the works in hand, and pay the liabilities of the Company; the whole of which sum has been lent, with the exception of 11,000 *l.* of bonds not issued.

5285. The whole of that 60,000 *l.* has been raised of course upon loan?—Yes, except the 11,000 *l.* not issued, which will be taken up by the subscribers I have no doubt.

5286. Is the railway completed?—We are finishing the repairs of the Byer's Green Branch, which will cost 11,000 *l.* or 12,000 *l.*, we may then want those bonds, and if we do, the subscribers will take them; ours is an increasing revenue, and though we have not had a sufficient revenue for our expenses, no doubt we shall have.

5287. How much is there to do before you finish the railway in all its branches?—We have only the repairs of the Byer's Green Branch to finish, which will be finished in May 1840; then we have done all our works. There are other works connected with the railway by other parties, which we have nothing to do with.

5288. Are there many such collateral railways that come upon you?—Yes, there is one, the West Durham, that comes on at the Byer's Green Branch.

5289. Is that made under the authority of an Act?—They have lately got an Act during this Session.

5290. Did they commence it without the authority of an Act of Parliament?—Yes, it was a way-leave railway, and they got an Act to incorporate them. There is another, the Union Railway, which terminates at Hartlepool, and joins at Billingham-lane, three miles and a quarter from Port-Clarence, that is also a way-leave railway, and in progress.

5291. Is there any other railway besides those two?—There is no other railway at present coming on us.

5292. What is the nature of your junction with the Stockton and Darlington? We join them at Sim Pasture.

5293. With what object was that junction made?—To take the coal from the Auckland Valley, and come down the Stockton and Darlington Railway, and to take them down to Port-Clarence by our railway.

5294. Is there any coal that takes that line now?—Yes.

5295. Was it done with the concurrence, or against the wishes of the Stockton and Darlington Company?—I do not know; I was not in connexion with the Company at that time.—(*Mr. Smith.*) It was in opposition to their feelings; it was a shorter distance to the place of shipment, and was done at the desire of certain coalowners.

5296. Did they oppose you in Parliament?—Yes, they did.

5297. And you succeeded?—Yes.

5298. You have power to enter the Stockton and Darlington Railway?—Yes, by the Act.

5299. Is it compulsory upon them to allow you to use their line?—We could put our points in opposition to them.

5300. Who has the charge of them when put in?—We have.

5301. Do you merely cross their line, or use any part of it?—A certain part of the coal coming down from particular collieries passes down the Stockton and Darlington Railway, and off their railway upon the Clarence Railway to the port of shipment.

5302. The points are upon the Stockton and Darlington Railway?—Yes, at Sim Pasture.

5303. You have power over them, and they have not power over them?—No; we have the power of putting our points into their railway in opposition to them.

5304. Supposing some of their own trade was coming down there, and wished to pass on to Darlington, have you the power of stopping them doing that, if you have some of your trade going up?—No, we have no power over them

them, nor they over us.—(*Mr. Child.*) With this exception, that the Stockton and Darlington Railway charge upon export coal the home sale duty of 2¼*d.* a ton; and if they go down the Stockton and Darlington, the Company only charge them a halfpenny, making the charge upon coals coming by the Clarence a prohibition.

5305. So that there is a sort of compensation toll of 2¼*d.* upon the coals coming by the Clarence?—(*Mr. Smith.*) Yes, they charge the land sale dues upon them if they go by this railway, and it may be that they go the whole length upon the Stockton and Darlington, and they charge them a halfpenny only.

5306. How does that regulation as to points operate as to the conveyance of passengers?—There are no passengers upon the coal line between this point and the Stockton and Darlington.

5307. Suppose there were?—Then it would be considered whether we had the power to do it, or we should have to pay them for permission to do it perhaps.—(*Mr. Child.*) They have never allowed us to run a locomotive engine upon it.

5308. Would it be safe for you to do it?—Our engines are precisely the same, and under our control as much as theirs.

5309. Unless they are under their control, some confusion might arise?—Yes; but that might be regulated by the two companies.

5310. They have hitherto objected to your running any locomotive engine upon their line?—Yes.

5311. How much a ton do you charge upon coal upon your line?—For export we charge a halfpenny a ton per mile, and so they do for the whole length; then for the haulage we charge three-eighths of a penny per mile.

5312. Lord *G. Somerset.*] It is seven-eighths of a penny to persons who convey their coal down this railway?—It is a halfpenny, and three-eighths of a penny.

5313. Mr. *Thornely.*] Do you use locomotives upon your own line?—Yes.

5314. What is the charge upon the Stockton and Darlington for conveying coal?—A halfpenny a ton for export; but all coals coming from their line to the Clarence they charge the home sale dues, which consequently amounts to a prohibition to all coal-owners using the short line; it makes a difference of half-a-crown a chaldron.

5315. State what the chaldron is?—It is the Newcastle chaldron, 53 cwt.

5316. Mr. *Loch.*] Was the halfpenny a ton per mile you stated per chaldron or per ton?—Per ton per mile.

5317. Mr. *Thornely.*] What is the distance from your point of junction on the Stockton and Darlington to the place of shipment?—Fifteen miles and a half.

5318. What is the distance by the Stockton and Darlington?—Twenty miles and a half: a difference of five miles exactly.

5319. When coals are for consumption and not for export, what is the charge by each railway?—We charge the same price for haulage for home sale coal as for export, but the others charge 2¼*d.* a ton for home sale coal, including everything; for home sale coal we charge 1*d.* per ton per mile, and three-eighths of 1*d.* for haulage.

5320. You charge a halfpenny a ton more for home sale coal than you do for export?—Yes, exactly.

5321. Mr. *Loch.*] We will now proceed to the other two branch railways; what is the name of the one that has just got an Act of Parliament?—The West Durham is the name of it; that is five miles in length, and goes through a coal field, and collieries are sinking at this moment. I went over it in the last three weeks.

5322. Is that a railway which began as a way-leave railway?—Yes.

5323. What sort of arrangement is entered into between you and that Company as to the passing over your line?—They have given a guarantee to send 150,000 tons of coal annually for 10 years down the Clarence Railway for shipment at Port Clarence, or by the Stockton and Hartlepool, paying us the railway dues as now paid and haulage.

5324. Do they do the haulage upon your line, or do you do it?—We do it; they may do it if they like; we should rather that they did do it.

5325. Would you allow them to come over your line with their locomotive engines?

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engines?—Yes, after having received a certificate from our conductor of engines that he saw no objection; we have private engines running at this moment.

5326. What control are they under?—Each engine-man has printed instructions; he is not to go faster than eight miles in the hour in the day-time with a coal train, and six miles the hour during the night, and they are fined in the event of the superintendent or any of our officers finding them going at a faster speed, which fine is deducted from their monthly wages; the way-bill comes up to me marked so and so, number such an engine, has been fined 5 *s.*, and that is deducted.

5327. If it is a private engine, how do you get at the deduction?—That does not apply to private engines, only our own.

5328. My question went to those; what power have you over those private engines to compel them to obey your bye-laws, and not interfere with the trade?—We have no control, except that we give them a copy of the regulations, and we should enforce them if necessary.

5329. If they travel at the rate of 12 miles an hour, what power have you over them?—By taking the conductor of the engine, the offender, before the magistrate, and fining him; I have a copy of the bye-laws here.

[*Delivering in the same.*]

5330. Lord *G. Somerset.*] Was not there an order sent to you to send up a copy of the bye-laws some time in the month of March?—I did so; I forwarded a copy of them, and the tickets from every colliery using the line.

5331. To what office did you transmit it?—To the best of my recollection, addressed to the Chairman of the Committee on Railways. I enclosed one of those papers and the tickets from the different collieries.

5332. There was a return moved for and ordered by an Order of the House of Commons in March last?—In March I was not in London.

5333. Did you make any return in the month of March, or did the Clarence Railway directors, or not, make any return in the month of March last, to an order for a copy of all the bye-laws made under the authority of their Acts?—I forwarded a copy of the bye-laws and all the tickets of the collieries connected with the railway.

5334. Was there, or not, a return made to an Order of The House in March last?—Not to my knowledge.

5335. There has been a return made to the order of the Committee?—Yes, and I believe that document forwarded formed a part of the enclosures.

5336. Mr. *Loch.*] Which is the bye-law under which you think yourselves empowered to fine the conductor of an engine not belonging to the company?—(*The Witness referred to the bye-laws.*)

5337. In the meantime I will ask Mr. Smith. What rate per cent. do you pay for the money you have raised upon loans?—(*Mr. Smith.*) Five per cent.

5338. Mr. *Thornely.*] What is the amount you have taken up upon loan?—£. 200,000, except 10,000 *l.* or 11,000 *l.* which has not yet been received.

5339. Was that money taken up from individuals, or from companies, upon bonds, or from the Exchequer Bill Loan Commissioners?—£. 110,000 from the Exchequer Bill Loan Commissioners.

5340. What interest do you pay them?—Five per cent. is the sum agreed upon.

5341. From whom was the rest of the loan taken?—By shareholders.

5342. Do you pay those parties five per cent.?—It is agreed to pay them, but the interest is deferred.

5343. What is the rate of interest paid to the Exchequer Bill Loan Commissioners?—It was agreed to be five per cent.

5344. When were those amounts taken up?—I think in 1832, 100,000 *l.* was taken from the Exchequer Bill Loan Commissioners; 50,000 *l.* that year, and 50,000 *l.* the year following.

5345. Have you paid the interest to the Exchequer Bill Loan Commissioners?—No.

5346. Have you paid no interest?—One payment has been made for the first year.

5347. What is the amount now due to the Exchequer Bill Loan Commissioners for interest?—About 29,000 *l.* is due to the Exchequer Bill Loan Commissioners.

5348. Mr.

5348. Mr. *Baring.*] How many years has it been accruing?—Only one year was paid; and from 1832 it would be six years.

5349. Mr. *Thornely.*] How much do you owe to individuals or companies for interest in arrear?—(*Mr. Child.*) £.7,488; that is, up to the 30th of June; the total interest is 37,356*l.*, including the commission.

5350. Have the Exchequer Bill Loan Commissioners applied to you for the payment of the interest in arrear?—We receive their general notice every year.

5351. Have you given them any satisfaction as to the reason of its not being paid, or the prospect of payment?—From time to time we give them a statement of the revenue itself, as the best prospect to them. Last year it was 17,600*l.*, for the last six months it is 10,500*l.*, not taking in the collieries likely to come on the Clarence Railway, and also the collieries now in work on the railway, working double the quantity they ever did before from getting more opened out; and there is every reason to suppose, and not unreasonably, that the revenue for this year will not be less than 25,000*l.* to 26,000*l.* at the close of 1839.

5352. Mr. *Baring.*] With regard to the expenses, what is the amount?—The ordinary expenses for the last six months has been 8,000*l.*, and the extraordinary, 7,000*l.* We exceed our income now, and shall do so till we get the Byer's Green Branch completed; we expect to get it completed by the assistance of our revenue.

5353. Mr. *Thornely.*] Though the revenue this year will be 25,000*l.*, it will not pay the expenses of the establishment?—It will pay more than the expenses of the establishment, but not the repairs of the Byer's Green Branch. Upon the 1st of January 1840, there will be three new collieries from the West Durham Railway coming down the Clarence, and one on the Byer's Green Branch, making four, and at this moment we have a new one coming on from Cornforth. Those collieries will give us not less the first year than 1,000*l.* each, so that I anticipate we shall have a revenue of from 35,000*l.* to 40,000*l.* in 1840.

5354. Mr. *Loch.*] It takes all your surplus revenue, and 11,000*l.* out of the borrowed money, to complete that branch railway?—Our revenue may be sufficient to do it.

5355. In that case, shall you raise the 11,000*l.*?—Perhaps not.

5356. Mr. *Thornely.*] Can you state the current expenses upon the earnings of the 25,000*l.* this year?—The ordinary expenses have been upwards of 8,000*l.* for the half year.

5357. Lord *G. Somerset.*] You opened your railway for passengers in January 1836?—Yes.

5358. The first year you travelled with passengers about 171,000 miles?—We travelled by horse; we did not go by steam the first year, and it was a very bad thing; we had very few passengers.

5359. The first year you travelled, in the aggregate, 171,832 miles, multiplying the miles by the aggregate of passengers?—That is correct, no doubt.

5360. In 1838, you travelled 190,704?—That is since we put steam on.

5361. Then, in January 1839, I find you have only 128,360, showing a diminution of upwards of 60,000 miles?—(*Mr. Smith.*) Your lordship is not aware, perhaps, that the coach company gave up running in November, and did not recommence till June.

5362. Can you in any way explain that extraordinary diminution of almost one third, between the year ending January 1838 and the year ending January 1839?—(*Mr. Child.*) Yes, I think I can, but I should do it with diffidence, as I do not reside there; the fact was, that we let our coaching, and did not coach ourselves, and the parties who first had it did it so exceedingly bad; the coach was so badly provided as to seats, and the whole concern altogether, that few passengers went, and it is now in its infancy.

5363. That may be a very good reason for not having more passengers, but I wish to know why they dropped off between 1838 and this year?—The coach company was carrying latterly at a loss.

5364. Did the same company run two years?—Yes.

5365. How are you doing it this year?—We have let it to a gentleman, who is doing it very handsomely; his locomotive engines and the coaches are very good; it is a growing business, and let for three years.

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5366. Did you ever make any application to the Tax-office for a composition upon your railway, instead of the mileage duty?—Never.

5367. You are not aware that it has been done by other railways?—No.

5368. You have always paid the full duties?—Yes; the accountant, Mr. Smith, examines the books every month, and the number of passengers are taken out, and Mr. Smith swears to that, and transmits the amount of the duty to the collector at Newcastle.

5369. You never made an application for a composition?—No, that would be the duty of the contractor; he pays us a given sum.

5370. Mr. *Loch.*] What does he pay you?—One farthing a mile per passenger, and charges twopence.

5371. Mr. *Thornely.*] If you receive a farthing a mile, you pay half of it?—(*Mr. Smith.*) He pays the amount of the duty, independent of what he pays to us.

5372. Lord *G. Somerset.*] Is yours a double line or a single line?—A double line the whole the passengers travel.

5373. What is the speed you profess the coach to run?—(*Mr. Child.*) The 19½ miles are done in an hour and 20 minutes.

5374. You spoke of having some check upon the pace the coal-waggons go; in what way do you ascertain it?—Our superintendent is perpetually walking about, and he can easily tell.

5375. Is there any way-bill to state the time they depart and the time they arrive?—No, not the coal-trains; we have the railway to ourselves.

5376. I am speaking of those parties who are not your servants. You say you have the means of checking their speed; I want to know the means; is it by noting the time of the starting of the trains, and the arrival of the trains?—I cannot speak to that; but I know our superintendent is exceedingly vigilant.

5377. You rely entirely upon the vigilance of the superintendent?—Yes.

5378. By No. 5 of the bye-laws, there is a penalty of 2*l.* imposed upon any person driving furiously or negligently; what do you call furious driving by a locomotive engine for coals?—I should say, if I caught an engine-man propelling his engine 10 or 11 miles an hour, that would be furious.

5379. That is the understanding of the bye-law?—Yes, in my opinion.

5380. Not in your opinion; but is it acted upon?—Yes.

5381. If a man propels his engine above eight miles an hour he would be subject to that penalty?—Yes.

5382. How do you recover those penalties?—We have never had any occasion to take any such steps.

5383. They all go quietly?—Yes, they are all well-behaved, and perfectly sober men.

5384. You have never had a drunken man upon the railway?—We give him his money, and turn him away directly we discover anything of the kind.

5385. Mr. *Thornely.*] Do you find any difficulty in making up the account with the Tax-office from the books of the contractor?—(*Mr. Smith.*) No.

5386. Have you different stations at which you take up passengers?—Yes, there are four stations.

5387. State the passenger stations and the distances?—(*Mr. Child.*) From Stockton to Crow Trees, 16 miles, 2*s.* outside, 2*s.* 6*d.* inside; Stockton to Louthbridge, 13 miles, 1*s.* 6*d.* outside, 2*s.* inside; Sedgefield Lane, 10 miles, 1*s.* 3*d.* outside, 1*s.* 9*d.* inside; to Stillington Moor Weighhouse, 6 miles, 1*s.* outside, 1*s.* 3*d.* inside; then to Whitton, 5 miles, 9*d.* outside, and 1*s.* inside; to the Stockton Junction, 2 miles, 6*d.* inside, and 4*d.* outside, that is, down from Stockton to the terminus where the coach stops; then passengers are conveyed to Durham, a distance of five miles from the terminus, by an omnibus; so that we profess to take passengers 19 miles out for 2*s.*

5388. The charge for the omnibus is included in the 2*s.*?—(*Mr. Smith.*) No; it is a separate charge from the railway.

5389. What is the distance?—Five miles to the city of Durham.

5390. What is the charge?—One shilling outside, and 1*s.* 6*d.* inside.

5391. Mr. *Loch.*] Does that belong to the contractor or to you?—The contractor engages a person at Durham to find a coach.

5392. Were the fares for passengers upon the railway fixed with the concurrence

currence of the company, or by the contractor without the concurrence of the company?—The company fixed the rate he was to pay them.

5393. Who fixed the rate the passenger was to pay him?—He fixed that himself.

5394. Without any reference to the company?—Yes.—(*Mr. Child.*) By the agreement, he is bound not to exceed the maximum of the Act, 3*d.* per mile.

5395. Does that include the locomotive power?—Yes, everything.

5396. Mr. *Thornely.*] The rate you have mentioned for 16 miles is one-half what you are allowed?—Yes, that is outside.

5397. Mr. *Loch.*] Have you one class of passengers, or have you two sets?—Two classes, in and out.

5398. In settling the amount of fares, or discussing the question with the contractor, did the amount of the Government tax ever form any consideration either with him or with you?—No; we gave a bond to the Government for 500*l.* that the Government dues should be duly paid, and we took a bond from him for a similar amount.

5399. He pays you a certain amount per passenger per mile, and agrees to pay the Government tax?—Yes.

5400. When you settled it with him, did he consider the amount of the Government tax he was to pay?—Yes, I should suppose he did.

5401. Was it a matter in discussion between you?—No.

5402. Did you or he ever think whether the best mode of taking the tax on behalf of the Government was the mode in which it is now levied?—No.

5403. What is your opinion of it?—It is the best mode to get the money. You bind the Company in a heavy penalty to pay the money, and you make the officer swear to it on an affidavit.

5404. Have you considered the subject at all?—(*Mr. Smith.*) Yes, I think it a very correct plan, and I do not see a better.

5405. Does it bear equally upon the first and second class fares?—Yes; I see no difference.

5406. Be so good as to say why there is no difference?—I cannot see any difference; one is riding inside the coach, where females generally prefer, and the other is outside, rather more exposed to the weather.

5407. Does it bear the same amount per cent. upon the higher fares paid by the inside passengers as upon the lower fares?—It is all one rate.

5408. Do you think it the best mode of levying the tax?—I have not given it consideration.

5409. Does it or not operate in preventing the fare of the second class passengers being as low as it might otherwise be?—Not at all.

5410. Mr. *Freshfield.*] Do you take the duty into consideration in fixing the amount of the fare?—(*Mr. Smith.*) We did not take that into consideration. (*Mr. Child.*) We left it to the contractor to make it a growing business, and it is increasing.

5411. Mr. *Loch.*] I see by this plan exhibited here, the North of England Railway crosses your line in three places, does it cross on a level?—Yes, on a level, and under it.

5412. Where does it cross on a level?—Up by the north part of the branch near Thrislington.

5413-4. What security have the public, where the railway will cross your line, that you will do passengers no injury, because they will carry twenty passengers to one that you carry?—Yes, they may; but when this Union Railway is opened, we shall carry twenty passengers to their one; but it is not made at present.

5415. Therefore it is more necessary to look into it; is there any clause in their Act or yours, to insure the safety of the public where their line crosses yours upon a level?—It could only be insured by proper regulations laid down at the time.

5416. Have they any power upon your line?—No.

5417. Could you stop them from proceeding upon it?—No.

5418. Therefore, as far as the powers between the two companies are concerned, the locomotive engines of the two companies might go dashing into each other?—That cannot be; when once they commence their works, and run locomotive engines, there will be regulations laid down.

5419. But will you give way in stopping your carriages, or should they give

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way in stopping theirs?—That is a point I am not prepared to give an answer upon.

5420. They obtained their Act subsequently to you obtaining yours?—We had several Acts before they had theirs.

5421. You had all your six before they had theirs?—No; I think we had four.

5422. Lord *G. Somerset.*] You had an Act that enabled you to lay down this railway previous to theirs?—Yes.

5423. Mr. *Loch.*] There is only one of your Acts subsequent to theirs; their first Act is 1836; you had no Act between 1833 and 1837; you have five Acts before their one?—Yes.

5424. Lord *G. Somerset.*] Had they no communication with your company before they applied to Parliament?—Mr. Mewburn wrote a letter to me, stating that they wished to come down and communicate with our line, and begged to be informed whether we assented or dissented; I immediately, by the order of the committee, wrote to Mr. Mewburn, who was waiting in my office, the committee being sitting, stating that we dissented, and beyond that we have heard nothing further.

5425. You took no pains to ascertain the power of their Act?—We have looked very carefully through their Act; they seem desirous to avoid us.

5426. Do they necessarily cross your railway upon a level?—Yes.

5427. Did you, during the progress of that Bill through Parliament, attend to it so far as your interest was concerned, or that part over which they were to pass?—Yes, we did everything we could; we opposed them in Parliament by petition and otherwise, and got their Bill very much modified.

5428. What modifications did you get in their Bill?—I have not the Act now; they tended very much to our benefit.

5429. Did these modifications belong to the mode in which they should cross your railway, or did they relate to any other point?—No; it was as to their making a part of their railway up towards Durham.

5430. The modifications had nothing to do with the crossing your railway?—No.

5431. Have they the power of sending their engines across your railway at such times as they think fit, without any communication with you?—I have not looked at the Act; they have power to send locomotive engines on our line.

5432. Should you not think it an important point to consider, whether they have the power to send their locomotive engines upon your line?—When the railway is made, no doubt every precaution will be taken.

5433. By what law can the safety of their traffic, or your traffic, be secured? By our own bye-laws.

5434. Can your bye-laws have a legal effect against their Act of Parliament?—I should say yes.

5435. Mr. *Freshfield.*] Does their Act of Parliament make them subject to your bye-laws?—Yes, I think so.

5436. By express terms?—Yes, I think so; I have not looked at the Act for a long time.

5437. Lord *G. Somerset.*] Do you not think it a very important point to your interest, and the safety of your passengers, that you should have the legal means of preventing their coming upon your railway at such times as might injure your traffic or endanger your passengers?—Yes, certainly.

5438. Mr. *Freshfield.*] Not only important but essential?—Yes.

5439. Mr. *B. Baring.*] Do you not think it far preferable that a great line of railway like that should not cross you on a level?—I am not engineer enough to say; if care is taken, I see no objection to it.

5440. Mr. *Thornely.*] When was your railway opened?—In 1832.

5441. What was the amount of income in the first year?—£. 2,000, and it has gone on increasing.

5442. Can

5442. Can you tell us the current expenses of that year, to bring in an income of 2,000 *l.*?—I was not secretary then; I became secretary in 1834.

5443. You have no account to show that?—(*Mr. Smith.*) No.

5444. What was the income in 1834?—(*Mr. Child.*) I have not the documents here to show that.

5445. Have you any information upon that point?—(*Mr. Smith.*) No, I have not.

5446. The following years, 1835, 1836 and 1837?—(*Mr. Child.*) There has been a gradual increase going on; in 1837 it was upwards of 12,000 *l.*; 1838, 17,000 *l.*; and this year I calculate 25,000 *l.*

5447. Taking the whole year through, what will be the current expenses for the whole year of 1839?—£. 12,000 upon the average.

5448. Then you will have a surplus income of 13,000 *l.* in the present year for the payment of interest, and the extension of the railway, and any other purpose?—Yes, locomotive engines, and so on.

5449. Shall you have a surplus income of 13,000 *l.* at the end of the year?—Yes, if my calculation is correct that we have 25,000 *l.* income.

5450. You will have a surplus of 13,000 *l.* towards the payment of interest upon borrowed money, or towards the extension of the railway?—Yes, but it will be absorbed month by month by the works in progress.

5451. When is it your expectation you will be able to commence the payment of the arrears of interest?—I should think in 1841, the beginning of 1841.

5452. How many directors are there?—Eighteen.

5453. Where do they reside?—Mostly in London; there are 15 in London and three in the country.

5454. Where do the three in the country reside?—Two at Stockton, one at Darlington.

5455. Are the meetings held in London?—Yes, weekly.

5456. Has that been the case from the first?—Yes, ever since I have been secretary.

5457. How long is that?—1834 I became secretary.

5458. Do you reside in London?—Yes.

5459. Are there any meetings in the country, on the line of railway?—Weekly; the resident members act under the direction of the London board.

5460. Have you been connected with this undertaking from the first?—(*Mr. Smith.*) Yes.

5461. Do you know what was the estimate of the railway when you came to Parliament?—£. 160,000.

5462. How far does the expenditure confirm that estimate?—The expenditure has greatly exceeded it; that was for a single line, and we have made a double one.

5463. You came to Parliament for leave to make a single line?—Yes.

5464. And you have made it a double line?—Yes.

5465. In what other respect beyond making the line double has the expense exceeded the estimate?—The cost of land and other things exceeded the engineer's estimate in many cases.

5466. Who was the engineer of the railway?—Mr. Steel.

5467. Was he the engineer from the commencement?—Yes.

5468. Have you had occasion to go to a jury to assess the value of land?—In several cases.

5469. Were the verdicts to a larger amount than you had offered?—Yes, generally to a larger amount; and that unfortunately carried costs, which the company had to pay.

5470. Has any accident happened upon your railway?—We have had several accidents.

5471. Mr. *B. Baring.*] Any attended with loss of life?—Yes, in two or three cases.

5472. From what cause?—Mostly from negligence.

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5473. On the part of the engine drivers, or those who ought to have looked after the road?—Both; generally the engine drivers.

5474. Lord *G. Somerset.*] Any from drunkenness?—(*Mr Child.*) No, some accidental; we have a plan of oiling the wheels this way (*describing it*), and a man chose to oil them backwards, and fell under the wheel.

5475. Mr. *Thornely.*] Had you any accidents last year?—Yes.

5476. Inquests have been held?—Yes, where death has taken place.

5477. What have been the verdicts?—Accidental death.

5478. In all the cases?—Yes.

5479. Any fault found with the engineer?—No.

5480. Mr. *Loch.*] Was the railroad originally constructed for horse-power only?—Yes, originally.

5481. What was the weight of your rails?—Thirty-two pounds a yard.

5482. The locomotive engine goes over them now?—A very small portion of them is in existence.

5483. What is the weight of those you use now?—Forty-two pounds.—(*Mr. Child.*) Forty-five pounds latterly; we are laying down rails of that weight now.

5484. Mr. *Loch.*] In consequence of their being too weak?—No, being worn out so soon.

5485. Are they cast iron or malleable iron rails?—Malleable iron; but when a railway has been in use eight or ten years the surface of the rails wears out.

5486. Is that the case more where coals are carried than upon a passenger railway?—I have had no experience upon that.

5587. But the rails wear away rapidly?—Yes, not rapidly, but they do wear away.

5488. And the wheels?—Yes.

5489. What is the gauge of the railway?—Four feet eight inches and a half.

5490. What are they; stone or wooden blocks and sleepers?—Stone and wooden, both.

5491. No longitudinal sleepers?—No.

5492. Mr. *Thornely.*] Does the Hartlepool Junction Railway join the Clarence Railway?—(*Mr. Smith.*) Yes, it does.

5493. Will that abstract trade from you, or add to it?—They intended to abstract it.—(*Mr. Child.*) The Clarence being a locomotive line, it will not interfere with it; we are a locomotive line; the Hartlepool has a long inclined plane, and would take double the number of waggons to work it, and double the time, and we should work it cheaper.

5494. Mr. *Loch.*] By the 8th & 9th of William the Fourth, chapter 105, which is the Act under which the Great North of England Railway is incorporated, I see that it commences, "at or upon the line of the Blayden and Hepburn Railway, in a field or heugh called the Hassocks, situate within the precincts of the borough of Gateshead, in the township and parish of Gateshead, in the county of Durham, belonging to Adam Askew of Redhough, in the said parish of Gateshead, esquire, occupied by Robert Clark, and lying near to the west end of the quay, commonly called Askew's Quay, otherwise Redhough Quay, in the said township and parish of Gateshead, adjoining the river Tyne, and extending from thence to and into a certain railway called the Croft Branch Railway, at or near the junction of the same branch, within the main line of the Stockton and Darlington Railway, in the townships of Darlington and Darlington Bond Gate, or one of them, in the parish of Darlington, in the said county of Durham." Now, before the North of England Railway can get between those two points, it must, some how or other, pass over, or under, or upon a level with your railway?—(*Mr. Smith.*) Yes.

5495. Where is their power to do either the one or other; your railway is not mentioned?—No, I believe not.

CLARENCE RAILWAY.

COMPARATIVE STATEMENT showing the REVENUE for the Years

—	1834.	1835.	1836.	1837.	1838.	1839.
	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.	£. s. d.
January - -	116 12 6	216 7 11	297 7 –	920 – 10	692 15 2	1,023 9 11
February -	131 1 2	191 15 4	314 6 9	939 17 11	873 5 10	1,557 12 –
March - -	163 9 3	230 4 2	349 13 11	811 – 2	1,554 19 3	1,726 16 3
April - -	210 19 –	249 9 3	386 18 7	781 15 1	1,257 16 4	1,884 18 7
May - -	224 4 4	243 18 10	475 15 10	936 12 10	1,587 – 3	2,143 16 8
June - -	203 12 6	262 9 3	580 10 4	853 6 3	1,541 10 –	2,195 7 2
July - -	195 13 3	261 10 8	636 14 11	879 7 7	1,551 8 4	
August - -	190 – 3	241 15 9	720 3 4	1,250 5 1	1,831 17 –	
September -	167 15 6	307 7 5	685 7 3	1,187 11 2	1,740 14 9	
October - -	200 2 10	337 17 2	683 6 11	1,319 15 5	1,607 16 1	
November -	215 9 10	329 17 10	806 14 3	1,198 17 2	1,805 17 2	
December -	187 5 9	319 6 2	840 14 8	1,176 14 7	1,591 1 5	
TOTAL - - £.	2,206 6 2	3,191 19 9	6,777 13 9	12,255 4 1	17,636 1 7	

(A true copy.)
George Child, Secretary.

James Alexander Gordon, M. D., called in; and Examined.

J. A. Gordon, M.D.
16 July 1839.

5496. *Chairman.*] YOU were travelling on the Southampton Railway lately?—I was.

5497. What day was it?—Monday week, the 8th of July.

5498. Were you coming up to London or going from London?—I was coming up to London.

5499. Mr. *Loch.*] Where did you join the railway?—At Kingston.

5500. What time was it you joined the train there?—At half-past eight in the morning.

5501. Did the train get up in proper time?—Yes, to the moment.

5502. Do you happen to recollect how many carriages there were in the train at that time?—Not very correctly; I am rather short-sighted; I should say six.

5503. Railway carriages are meant?—Yes; there was one stage-coach on a truck, and an empty truck besides.

5504. Any gentlemen's carriages?—No.

5505. Did the railway carriages appear to be all full?—Yes, there was not room for one additional passenger.

5506. Were there any passengers at Kingston waiting to be taken on to town?—Between 50 and 60; I speak considerably within compass.

5507. Had those passengers taken out their tickets before the train came up?—Yes, they had taken out their tickets before the train came up.

5508. And paid their money?—Yes.

5509. When the railway carriages were all found to be full, what did the passengers do?—They looked very much perplexed and amazed, and nobody interfered or gave them any directions; the superintendent said they were all full; when I speak of the superintendent, I mean the two policemen; a gentleman jumped upon the truck, and as I was anxious to get to London I followed him, and so far it was safe, but 20 others followed, and there was no opposition made to it; there were 21 people on the truck.

5510. Did you stand or sit down?—We sat down, and as far as eight or ten were concerned, it was safe, but others that followed sat upon the ledge.

5511. With their feet hanging over?—No, inside; but sitting so *(describing it.)*

5512. And with a slight jerk they might have fallen off?—Yes.

5513. Without any back?—Yes.

5514. Did the officers of the company offer any accommodation?—No, they laughed

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laughed at it, and treated it as a very good joke; a gentleman, a stranger to me, said it ought to be exposed, and added "I will write a letter to The Times," upon which one of the policemen said, "You had better write a letter to Bell's Life in London."

5515. So that the officers of the company offered no assistance, and only added insult to the want of accommodation?—I can only speak to the instance I saw; it was addressed to another gentleman, but I thought the remark ex-exceedingly rude; but as to the women and children waiting there was not the slightest accommodation.

5516. They made not the slightest effort to assist them?—They could do nothing; there was not a spare carriage.

5517. Mr. *Freshfield.*] Were the women and children all left behind?—Yes, with the exception of one woman, who was placed in a situation of great peril under the stage-coach; there were no women upon the truck, and we interfered to prevent a very old man getting upon it; the officers did not interfere, it was our act.

5518. That was from your sense of the danger?—Yes.

5519. Mr. *Loch.*] You were going to say there was one woman in great peril?—Yes; there was a stage-coach on another truck, and on this 13 people, besides one of the people attached to the railway, mounted; whether it was their own act I cannot say, but it was a fact that there were 14 people on the top of that stage-coach, and several people who grumbled much at being so placed, were obliged to sit on the truck under the coach, and one very respectable woman was under the coach on the truck.

5520. Mr. *B. Baring.*] On passing under the bridges the passengers were obliged to bow their heads?—Yes, it appeared quite frightful; judging from the result there was room, I believe, but one of the bridges near Wandsworth is very low, and there was notice given to stoop, I will not say it was by the conductor; they all ducked their heads together, but if one had been ill or faint, or got a jerk, the consequences must have been frightful; it was a frightful sight, and I can refer to one or two gentlemen present who witnessed it; I suppose there was room, but at one of the bridges, judging by the eye, there was not room.

5521. Lord *G. Somerset.*] Keeping in an upright position?—Yes; the effect of so many people suddenly throwing their heads down, might have caused a nervous man to lose his balance.

5522. Mr. *B. Baring.*] Did you make any complaints on arriving at the station?—No; it is fit I should state that I wrote the letter to The Times, and enclosed my card; and my reason for not writing to the secretary of the railway was, that they must have been perfectly cognizant of it, as the train arrived at the Vauxhall terminus in the way I have described, and they must have seen it so arrive; we came into Vauxhall amidst the laughter and the surprise of the people, and the superintendents of the Company must have been aware of it.

5523. Mr. *Freshfield.*] Did the superintendents of the Company make any apology?—I do not know of anything of the kind; I saw nothing of it; but it is right to add, last Monday I saw three spare carriages; but I believe, on Sunday evening, the same thing happened at Ditton; I do not know it of my own knowledge; but last Monday there were three spare carriages.

5524. Mr. *B. Baring.*] Are you frequently in the habit of passing from Kingston to London by the railway?—No, I have a house in Surrey, and occasionally come up that way.

5525. On Monday there is generally a larger number of passengers?—Yes; I have heard them say it is their best station, and there was last Monday between 50 and 60.

5526. Mr. *Thornely.*] Do you know how many were left behind?—No, I do not; I saw some left, which, with my impression of the danger, I was glad of; but the idea occurred to me, in regard to women, or children going to school, or to join their parents, without the care that would be shown to them at an inn, what would become of them; it is a mere station at Kingston, there is no inn near.

5527. Mr. *Loch.*] Do you know whether the tolls lately were reduced as far as Kingston?—I do not know.

5528. Do you know whether the mails and the coaches have been reduced?—I do not know.

5529. Lord *G. Somerset.*] Where did you pay the money?—In the office.

5530. Did you make any remonstrance in the office upon finding there was no accommodation for you?—No; you do not remain in the office; the moment the train arrives there is a general rush to get in, just as they do at Vauxhall terminus to get out. I do not know the plan upon other railways, but I think the door ought to be locked.

5531. To your knowledge, was any remonstrance made to the party to whom the money was paid, that there was no accommodation?—Not that I know of; and as I saw a notice stuck up, that the Company only agree to take passengers if the carriages are not full, I should not have made the remonstrance; but I respectfully call the attention of the Committee to it, because at so large a station there ought to be more accommodation.

5532. Your complaint is two-fold; first, that there ought to be adequate accommodation in consequence of the other communications being done away with; and in the next place, to allow persons to go in such a mode, is to expose them to considerable danger?—Yes, precisely; upon the first part, the public have no right to expect an unlimited number of carriages; but a sufficient number for such a station ought to be provided. The second point is a very serious one; I believe on the other railways they will not let a passenger sit on the roof of the carriages; and I know, on the Birmingham Railway, a friend of mine had his carriage dashed to pieces, and the same accident might have happened here.

5533. Were there any persons inside the stage-coach?—Yes, full; a man said to me, if you make an arrangement with the coachman, you can get inside, but I jumped on to the truck.

5534. Do you think that was safe?—For me and those who sat as I did, but not for those who sat on the edge.

5535. At all events, whether it was safe or not, it was not a very pleasant mode of passing half an hour?—No.

5536. Your strong objection is, not that they could not carry all the passengers, but that they could not carry any, and that there was not sufficient means used to prevent accidents?—Yes, that is precisely the grounds; and I said to a gentleman with me, I think this ought to be mentioned; my first idea was to write to the company, and my objection to that course was that the chief officers of the company must have seen the occurrence.

5537. Has any communication been made to you by the company?—No, they did not know that I wrote the letter; I had the honour of receiving a letter from Mr. Baring, and the editor of The Times asked me if I had any objection to attend.

5538. Mr. *Loch.*] The officers of the company might have obtained your name from the editor of The Times?—I suppose they would not have given it up without my consent; but I conceive no man has a right to make an anonymous communication, involving the property of others, without being willing to come forward to substantiate it.

5539. Lord *G. Somerset.*] Was there more accommodation last Monday than was wanted?—Yes.

5540. Were there more or fewer carriages came up than the week before?—I do not know; I was in a hurry to get in.

5541. Mr. *B. Baring.*] You think that the conduct of the officers of the company was not exactly what it ought to have been?—It was not that attentive conduct I should have liked to have seen.

5542. Did they speak in a disrespectful manner?—Yes, to one gentleman whose name I could get, who threatened to write to The Times.

5543. Lord *G. Somerset.*] Did they give you sufficient time to put yourselves on the truck?—Yes.

5544. Did you hear any parties connected with the company invite persons to get upon the stage-coach?—No, but there was no objection made.

5545. Did they invite you to get upon the coach or the truck, or prevent it?—No, they did not interfere at all.

5546. Mr. *B. Baring.*] What length of time was the train delayed at Kingston?—Not more than five minutes.

5547. Longer than the usual time?—No, I do not think it was.

5548. Lord *G. Somerset.*] The stage-coach passengers were in the railway carriages?—Yes, I believe so; there was none in it when it came up.

Mr. *W. Reed.*

16 July 1839.

Mr. *William Reed*, having been in the room during the examination of the previous Witness, was Examined.

5549. *Chairman.*] YOU are the Secretary to the Southampton Railway Company?—Yes, I am.

5550. Lord *G. Somerset.*] Was your attention called to any circumstances connected with the want of accommodation at the Kingston station for passengers, on the 8th of July?—Yes; after the circumstance had occurred. I came up by the next train.

5551. By whom was your attention called to it?—I heard of it at the station, when I came up by the next train.

5552. When you arrived at Kingston, information was given to you of what?—That there had been more passengers than could be accommodated.

5553. Well, was it stated to you in what way those passengers were disposed of?—No.

5554. Did you not make the inquiry?—No; I took it for granted, if all the coaches were full, that the passengers who sought to go by that train would have to go by another.

5555. Had you any idea that they would resort to going by the truck, or upon the stage-coaches?—No, and I am very sorry to hear that it was done.

5556. You have been present during the examination of Dr. Gordon, and you heard his statement. Is that the first intimation you have had that they went upon the top of the stage-coach?—I did not understand Dr. Gordon to say that they went upon the top of the coach.—(*Dr. Gordon.*) Yes, they did.—(*Mr. Reed.*) It was very wrong.

5557. Who was in charge of the train?—One or two guards.

5558. Has not your attention been called to the statement in the newspaper?—No, I never saw it.

5559. Was it not the duty of the persons who had the charge of the train to state the facts to you?—I had the general information that there was not room.

5560. General information that there was not room might induce you to order more carriages to be prepared, that is one thing; but was not it the duty of the persons who had the care of the train to inform you of the illegal manner in which a certain number of persons were conveyed to London?—I question whether the person in the possession of the office knew it. I have known cases on railways where persons, *vie et armis,* would take possession of the carriages inside and out, in defiance of the police and the persons at the station, and insist upon keeping possession.

5561. Where parties by main force take possession of a carriage, you are not to blame; but would you not make inquiries whether there had been proper advice given?—There is no doubt of it. It is so common a thing to give advice in such cases, I have not the slightest doubt it was done; but I would beg to put it in this way: had our servants remonstrated, would it have had any avail? Here is a gentleman himself, who, rather than wait half an hour, till the next train comes up, puts himself in a situation which he says is one of inconvenience, and others of peril; would any remonstrance on the part of our officers have prevented them doing it?

5562. That is to say, supposing a passenger is fool-hardy enough to put himself in a situation of danger, that your servants have neither the orders, nor the authority, nor the means of preventing persons doing that, and endangering their lives?—Yes; but you must first prove that they were in danger of their lives.

5563. Do you consider it safe for 12 or 14 persons to get upon a stage-coach upon a railway?—No.

5564. Was not it the duty of your officers to prevent those persons crowding upon a stage-coach?—I am quite satisfied if our officers had interfered by force and compelled them to leave the carriage, they would have felt themselves much more ill-used than by being allowed to go.

5565. You think if persons should be so fool-hardy as to endanger their lives, your officers ought not to try to prevent it?—I should be sorry for any such conclusion to be drawn from anything I have said; but I know that when persons are desirous to get to the end of their journey, if attempts are made to prevent them doing so, they consider they are ill-used.

5566. Do

5566. Do you not owe a duty to the public to prevent them endangering themselves?—Yes.

5567. Do you not consider that their travelling upon stage-coaches in this way is such a danger that you are bound to prevent it?—Yes, with such means as we have, which are sufficient for ordinary purposes, and we had no reason to expect such an influx of passengers on this occasion.

5568. There was no danger of the passengers overpowering the police or your superintendent?—I believe they would have been more blamed if they had interfered; I know on other occasions they have been blamed.

5569. Supposing the passengers insisted upon getting into danger, what should you do then?—Then we should be strenuous to prevent it, if it is an obvious danger; here the result has proved that no immediate danger was run.

5570. Mr. *Freshfield.*] Do you not think the situation of the female was one of danger?—No, I do not indeed.

5571. Not of the carriage shifting?—No; if there was a safe place, she had it.

5572. Mr. *B. Baring.*] Have you not the power, in the case of passengers insisting upon placing themselves in a dangerous position, of ordering the stopping of the train till they got off?—Yes; but we could not have checked those people on that occasion without giving great offence. I would appeal to this gentleman, who I am sorry did not think fit to make any communication to me; his desire to go prompted him to take an inconvenient place, and if our officers had interfered to prevent him, whether he would not have felt himself much more bound to complain than he does?

5573. He was not remonstrated with?—I must beg leave to say, when there are 60 or 70 people got together for one object, and are desirous to seize a thing at the moment, I do not think any man is particularly able to appreciate whether remonstrance is used or not.

5574. Mr. *Loch.*] Would it not have been the duty of the Company to have had an additional number of carriages to meet this pressure of passengers?—It so happened that very shortly before, we had a thousand passengers more up the road than usual, and they had absorbed all the carriages, and we had no means to supply them; but by the next train, in which I came up, there was more than enough room to take all. It is our duty to ourselves to take every passenger; we need no other motive; we want their money to pay our dividends.

5575. Lord. *G. Somerset.*] Had you more or fewer coaches at the half-past eight o'clock train last Monday week than on the previous Monday?—We had more than sufficient last Monday, but we had not so many carriages up by the preceding trains.

5576. Mr. *B. Baring.*] What number should you consider there ought to have been for the general traffic on the Monday morning?—From six to eight carriages; we put on an extra train on purpose on Monday morning for the sake of taking these early passengers.

5577. Mr. *Loch.*] Did none of your officers report to you at all the state of things that took place that morning?—I was passing up by the next train, and it was said, "we had not room for all the passengers by the last train." I said I was sorry for it, and asked the reason; they said the carriages were taken up the night before. At the Ditton Marsh station our usual number of passengers on a Sunday night is about 120; on that Sunday night late we took up 400 passengers. An immense quantity of people, for some cause which we could not know or appreciate, went up on that Sunday night, only a few hours before this occurred. We took a thousand more passengers up that day than usual.

5578. Do your guards not report to you, or any other officer of the establishment, that such a circumstance had occurred as occurred to Dr. Gordon?—No, they have no particular instructions to do so.

5579. Mr. *B. Baring.*] Would you be the person to whom any unusual circumstance was reported?—Yes.

5580. You received no report?—No. I am so anxious that the passengers should get up on Monday morning, I invariably ask at all the stations, "How did you get on last night, or this morning? Did you clear every body up?" And the answer was last night, "We did very well, but by the last train we had not room."

5581. Mr. *Loch.*] Do you think they did their duty in not representing the

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case strongly to you?—I do not see any deficiency of duty. If it was a thing I could have remedied, I should have thought it necessary to go into the particulars, but it was past.

5582. The conduct of your officers ought to have been this; they ought to have told you distinctly what had occurred. Here is a statement that has been in the public papers for a week, and which I should have thought would have got to you sooner than any other person, which states, "On a spare truck 21 passengers were wedged, and 12 were clustered outside a stage-coach?"—Yes; suppose the truck had not been there.

5583. It was not there to convey passengers?—No; the passengers chose to avail themselves of it, I would not say forcibly, but with eagerness, which, if resisted, would have occasioned great complaints.

5584. Lord *G. Somerset.*] Suppose the passengers, instead of going upon the truck, had chosen to cling upon the sides of the coaches, and stand upon the steps, would your officers have done their duty if they had not prevented it?—I do not see how they could have prevented it.

5585. Do you mean to say that your police is so inefficient, and your superintendents are so weak in mind and body, that they would not prevent what was dangerous?—If they had seen persons in an actual dangerous state, I apprehend they would have stopped the train until that state of things was altered.

5586. Had they not that power with regard to the people on the stage-coach?—Yes, no doubt they had that power.

5587. Is it not their duty to exercise it when there is a liability to great danger?—I should be very glad if I could conceive that we were authorized to do so on any future occasion, and should not be animadverted upon for rejecting passengers.

5588. If there were 400 passengers, and you have only room for 200, would you have allowed 200 to have endangered their lives?—No; but I do not admit it was endangering their lives, and I appeal to the result.

5589. Mr. *B. Baring.*] Do you believe that any proceeding of this nature has ever occurred on the Great Western or the Birmingham Railway?—I should think scores of times.

5590. Mr. *Loch.*] Do you mean to say it ever occurred on any other railway in England, or, except upon this occasion, upon your own; has it ever occurred upon your own before?—Yes, many times.

5591. That arises from your officers not doing their duty?—When I say many times, I mean to say the passengers have been too numerous for the carriages.

5592. Mr. *Thornely.*] Do you keep any spare carriages at the Kingston station?—Yes, we always do; but the demand for those carriages immediately preceding was so great there was none left.

5593. How long before this train to which this matter occurred was the preceding train that took those carriages to London; I understood you the evening before?—What time was it?—(*Dr. Gordon.*) Half-past eight.

5594. Was it the first train in the morning?—(*Dr. Gordon.*) Yes.

5595. Mr. *Loch.*] What would have prevented a person at Lambeth sending back the necessary quantity of carriages?—They went down with the first train.

5596. Might they not have sent a special train during the night to have met the ordinary business of the road?—I believe it will be found that the number of carriages in that train was sufficient for ordinary occasions.

5597. Mr. *B. Baring.*] I thought you said just now, owing to the particular occasion, you had not so many carriages as usual?—The preceding night they swept our carriages off.

5598. Then why did you not the next morning send down a sufficient number of carriages to meet the demand?—Simply because, generally speaking, this train was sufficient without, and our nine o'clock train would be there in time for the next train.

5599. Mr. *Thornely.*] It was in your power, if you had chosen to do so, to replace on Monday morning the carriages you usually keep at Kingston?—Yes, we could have sent down a train of carriages for the purpose.

5600. Lord *G. Somerset.*] What I want to understand is, whether the orders

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to your servants and the persons in authority are to prevent passengers placing themselves in dangerous positions?—Yes.

5601. If they persist in neglecting those orders of your superintendents, have the superintendents or not orders to communicate with you upon the subject?—No, our orders are not so specific.

5602. Do I understand, if an accident had happened upon this occasion, you would have felt that your officers had done all that was required of them to prevent it?—If there had been any accident, it would have been my duty to have inquired more particularly into it; my general impression was, that they obtained places in a different situation from what they would have done, and elected to endure the inconvenience of transit, rather than remain till the next train; I felt that was all that happened.

5603. Your feeling is, that the public must take care of themselves, and that it is not the duty of the company to take care of them?—That is not my feeling; I must beg to deny it.

5604. Supposing Dr. Gordon's statement is correct, do you or not think that your officers did take sufficient care of the passengers?—I believe they did; and I appeal to the result as a proof of it.

5605. Mr. *B. Baring.*] And you believe similar cases have occurred on the Great Western and Birmingham Railways repeatedly?—Yes, where the passengers have been too numerous for the train, and where they have been inconveniently stowed, if I may use that word, in consequence of being too numerous.

5606. Mr. *Loch.*] Upon the tops of stage-coaches and trucks?—Yes, very likely.

5607. Have you any reason for believing it ever has been so?—Yes, I heard of it in the early days of the London and Birmingham; I have heard of a great many people at Harrow who could not be accommodated, and persons coming from the Newton races in Lancashire.

5608. According to the statement made to the Committee, all those passengers so taken on the top of the truck or the stage-coach, paid their fare to the company?—Yes.

5609. Suppose all those gentlemen had taken post-chaises, and come to London, should you have thought yourselves liable to pay them?—No, certainly not.

5610. On what ground could you have resisted it?—Because there is a notice given to all the passengers that the company only engage to take them provided there is room.

5611. In your examination before the Committee on 26th April 1839, you were asked, whether you had reduced your fares to Kingston on the short distances; I think you stated you had?—Yes.

5612. You were then asked, did you ascertain before you made the reduction that persons from having used your railway, were induced to go by coaches instead, because they found them fully as cheap and as quick, for the short distances, to which you answer, no; you are then asked the question, did that not enter into your calculation when you reduced the fares; your answer to that question is, no; if there was any particular thing operating upon us it was that we found there was a lingering existence of coaches which we were anxious to get rid of; have you got rid of those coaches, and do you treat the public in the manner in which they were treated the 8th of July?—I hold that we have the strongest possible inducement, that of interest, to provide for every passenger; I know of no motive stronger; I am sure it is our duty, and I am sure it is our desire also, and I regret very much that any passenger should be inconvenienced by delay; I much regret it; and I take every possible means to prevent it; I do not see that the railway company, or any other body, can appreciate beforehand the number of passengers they shall have to carry; I do not think they commit a greater offence against the public than passengers on a turnpike road would sustain if the stage-coach that passes them is full.

5613. Is it the fact, or not the fact, you have succeeded in driving the stage-coaches off the road?—I do not know.

5614. Mr. *B. Baring.*] On this occasion you had not provided any means for

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any one passenger moving from Kingston?—It did not appear to be necessary; that train, nine times out of ten, comes in with not more than two-thirds of the carriages occupied, and not more carriages than were there upon that occasion.

5615. Mr. *Loch.*] You stated that the reason there were not more carriages was in consequence of there being so great a demand the night before?—Yes.

5616. Then there must have been too few carriages on the Monday morning, which might have been remedied by those carriages being returned?—I admit that if they were returned this thing would not have happened, but I also say that the train seldom comes in anything like full.

5617. Were there the necessary number of carriages at Kingston that morning or not?—According to the average number of passengers there were sufficient to bring all that came.

5618. On ordinary occasions you have spare carriages at Kingston?—Yes, at this season of the year.

5619. On this occasion there were none?—No.

5620. That ought to have been remedied, by these carriages being returned?—They were returned by the next down-train, and generally there were sufficient carriages in the train, even when Dr. Gordon was disappointed, to carry all the passengers.

5621. Mr. *B. Baring.*] I would also call your attention to the statement of Dr. Gordon, that your servants not only do not seem to have remonstrated, but their manners were not altogether civil?—I am sorry Dr. Gordon did not make me acquainted with the fact; it is my duty to prevent anything like incivility; we have not that character generally, and I am sure we do not deserve it.

5622. This train, on the 8th of July, did it come from Basingstoke, or only Hartley Row?—Basingstoke. It may be some palliation, if an offence has been committed, I do not know that it is the right word, the Basingstoke train is quite new to us; this is a train put on very early in the morning, to bring passengers from Basingstoke to London at an early hour; I cannot say that it was the first morning, but I think it was the second.

5623. Mr. *Loch.*] Have your trains been keeping their time as regularly as before?—Yes, making allowance for some very strong westerly winds.

5624. The general impression is that they are not?—The fact is against us, as far as regards the wind.

5625. Mr. *B. Baring.*] Are you aware that disappointments have arisen in consequence of the passengers from Southampton finding that the carriages were gone, they having arrived before the time fixed for their starting?—I must beg leave to deny the accuracy of that statement.

5626. I have received that statement from the Member for Hampshire?—I can explain that. It was the first day the railway was opened from Southampton to Winchester; the influx was so great, that an extra train was started; it was thought there would be time to run it between the other two trains; and there the effort to accommodate the many inconvenienced the few. In consequence of the effort to run this train, the last stated train was too late; we made an effort to drive one in between the others.

5627. Lord *G. Somerset.*] That forced you to delay the last one?—Yes.

5628. Mr. *Loch.*] The public however will expect for the future that such another accident will not unnecessarily occur?—I do assure you that we have the most perfect desire to accommodate the public.

Martis, 23° *die Julii*, 1839.

MEMBERS PRESENT.

Mr. Freshfield.	Lord Granville Somerset.
Mr. Loch.	Mr. Poulett Thomson.
Lord Seymour.	Mr. Thornely.

LORD SEYMOUR, IN THE CHAIR.

John R. Chorley, Esq., called in; and Examined.

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5629. *Chairman.*] YOU are Treasurer to the Grand Junction Company?—I am.

5630. How long have you been treasurer to that company?—Since the Act of Parliament constituting the Railway Company; at least since the time that the treasurer was able to be appointed by Act of Parliament.

5631. Mr. *Thornely.*] What was the date of the appointment?—I cannot state accurately, but in 1834 or 1835.

5632. *Chairman.*] What are the duties of the treasurer?—The duties of the treasurer, as described in the Act, are chiefly of a financial nature, to receive and account for the monies received by the company.

5633. You have nothing to do with the direction of the trains, or the hours of starting?—I have not at present officially the duties of that department, but for the first year I had the whole of the out-door management, as well as the duties of treasurer.

5634. Mr. *Loch.*] Do you act as secretary to the Board as well as treasurer?—I do.

5635. You are of course cognizant of the manner in which passengers travelling from London and Birmingham to the north are dealt with at Parkside?—I am; at least I am aware of the manner in which they now proceed.

5636. Have you heard that travellers going to the north have complained, both to this Committee and otherwise, of the inconvenience they are exposed to?—I have not heard much of that.

5637. Are you able to state to the Committee whether a person at present is enabled to book further than Parkside; whether he can go on to Birmingham?—He cannot at present.

5638. What have been the difficulties in the way of permitting him to book further than Parkside?—I am not aware that any particular difficulties existed; I know that no arrangement has been made, partly because any proposal on the subject has only recently come before the Board at all; it is only lately the Board have had official notice of the thing being required.

5639. Has there been any communication by the directors of the North Union to the directors of the Grand Junction Company on the subject?—There was a communication made last week, proposing that an arrangement should be adopted by taking the passengers from and to that line.

5640. Did the Grand Junction Board come to any determination upon that subject?—They did; immediately upon the receipt of this communication they received they directed the out-door manager, Captain Cleather, to report on the number of passengers conveyed by the trains to and from the North Union line, with a view, if the number should be such as to justify the allowing a separate carriage for their conveyance, that it should be done.

5641. Has Captain Cleather made a report on the subject?—He has.

5642. What is the nature of the report?—The report stated the number of passengers conveyed by each train; and that was such as to induce the directors to inform the North Union Company they were prepared to make an arrangement, considering the number reported by Captain Cleather sufficient to justify the arrangement.

5643. When will that arrangement be carried into effect?—I cannot say precisely when it will be carried into effect; but it is in progress under the hands of the manager of the company, to be carried into effect as speedily as it can be done.

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5644. Will there be any change of carriages at Parkside, after the arrangement as to booking is carried through?—The arrangement in question contemplates the sending carriages through as well as booking through; in fact, it appears to be the most important arrangement for the accommodation of passengers, much more important than booking through.

5645. What were the practical difficulties felt by the Grand Junction in permitting carriages to pass on to Birmingham and London?—I am not aware of any considerable practicable difficulties; but it did not occur to the directors to make arrangement for that purpose until it should appear that the travelling was such as to make it a matter of consequence.

5646. What is the nature of the arrangement which will be made in consequence of this report of Captain Cleather?—I am not able to state that, because the trains are not yet settled; the passengers at Preston will be able by certain trains to secure a place throughout in a carriage which goes throughout; and I presume the same at London, supposing a similar arrangement is adopted by the London company, to which I am unable to speak.

5647. In point of fact, there was no practical difficulty either in permitting a passenger to book throughout the line, or to be conveyed in a carriage going throughout, except a doubt on the part of the directors whether the traffic would justify the expense?—Yes, in this manner, that if we adopted the practice of booking passengers through in the same coach, it might occasion the putting an extra coach for their accommodation, while in other coaches we might have sufficient room for those passengers.

5648. Do you mean to say that you ought to expect the number of passengers to be great before you made the provision?—Supposing we were required to put on a separate coach for the conveyance of passengers from Preston to Birmingham, for instance, there may be only three passengers offering, for those three passengers a carriage must be provided which will hold 18, and on the arrival at Parkside there may be ample room for those passengers in the carriages already provided; thus it may frequently happen that we may have to burthen the train with an extra carriage or extra carriages, which would not otherwise be necessary.

5649. Do you happen to recollect what number of passengers Captain Cleather's report stated to come from Preston onward?—It stated that the average was at present nine for each of the trains that join us.

5650. How many trains join you?—I think there are three, but I am not quite positive.

5651. Do you mean nine both ways?—No, going from Preston only.

5652. Does that include all the travelling beyond Preston, as well as the Preston travelling?—We know nothing about that, or from what places the passengers come.

5653. Going towards Preston, what is the number of passengers?—That it is not so easy to ascertain, and therefore it is not included in the report, but I should think it will be about the same as in the opposite direction.

5654. There are a greater number of passengers travelling from Parkside towards Preston than the other way at present, are there not?—Yes, it fluctuates of course; the present number is considerably greater than it was during the spring and winter.

5655. Are there only 27 passengers in the course of a day travelling from Preston towards Birmingham?—It was the average of the days included in Captain Cleather's report; there were on some days as many as 15 or 16 for a single train.

5656. Mr. *Freshfield.*] With the average of 27 have you determined what provision you shall make?—I am not aware what provision has been adopted, but we cannot provide less than one coach, which holds 18, for each train, if the coach is to be sent through.

5657. Lord *G. Somerset.*] You say you are making arrangements with the North Union Railway for the transmission of passengers without change of carriage; have you also made arrangements for the transmission of carriages; supposing a person comes with his carriage to Preston, would he be able to put it on a truck to be carried, without changing that truck, to Birmingham?—That he has been able to do ever since shortly after the opening of the North Union line; the only question has been with regard to the passengers, the trucks and horse-boxes have always gone on.

5658. Is the truck carried in up to London if it is wished?—I am not certain of that, but I rather think it is so, inasmuch as the London Company take upon their line without change our horse-boxes and carriage-trucks, and inasmuch as a great part of the trade from Preston is carried on by carriage-trucks and horse-boxes furnished by us; I apprehend they do go on from Birmingham without any change.

5659. Had any discussion ever taken place between the Grand Junction and the Birmingham and London, as to their trains going on without changing from London, either to Preston or Parkside, without any alteration of carriages at Birmingham?—We do book through the whole distance between Liverpool or Manchester and London for three trains daily.

5660. Do they go on in the same carriages?—Yes, ever since the entire opening of the London line, with respect to three trains each way per day.

5661. Now you extend that to the extent of one carriage per day to Preston for three trains?—I am not aware what number of trains it will be convenient for the North Union Company to send, but there will be a certain number of trains in which carriages will be sent through.

5662. You appreciate on the part of the public the almost necessary accommodation of persons being able to book themselves through without changing?—I am aware it is a convenience.

5663. Did you arrange this amicably with the North Union and the London and Birmingham?—With the London and Birmingham we have not made an arrangement; the communication having proceeded from the North Union Company, the directors have informed them they are willing to make an arrangement; the North Union, it is expected, will address themselves to the London Company, and thus the arrangement will be completed.

5664. Lord *G. Somerset.*] Supposing the three companies to unite in affording this accommodation to the public, everything is done; but supposing any one of those three companies, if you, for instance, being the intermediate company, were to be unreasonable, would you not have the means of interrupting the communication considerably?—If you put the very improbable case of an intermediate company desiring to inconvenience the passengers, that certainly might be done.

5665. Do not you conceive it would be very desirable, to prevent all danger of such inconvenience, that there should be some power which might mediate in making arrangements on these subjects?—From all the consideration I have been able to give to the subject, I do not believe such mediating power would be likely to offer any advantage.

5666. The question supposes that other railroad companies might be indisposed to afford the public the convenience which you admit to be desirable, by being able to book from one end to the other; would it not be desirable, if any one of the intermediate chains of that grand chain should be disinclined to afford accommodation, that there should be some superintending power which might say such and such arrangements appear to us reasonable, and therefore we insist that, for the sake of the public, you shall accede to those arrangements?—I should be inclined to think that in all cases the affording of accommodation to the public might be safely left to the companies themselves, it is so clearly their own interest.

5667. Is it quite clear that their own interest is necessarily so cogent as to ensure their coming to such an arrangement?—Considering it in comparison with other arrangements; it must be always a matter of compensation between different interests. If a single local interest were to apply for a sort of accommodation, which might interfere with other interests, it would be the duty of the company to see that the most important interests were considered, and I apprehend many cases of that kind might arise.

5668. Is it not a very possible occurrence that, suppose the railway communication were carried on from Preston to Edinburgh, some of the intermediate companies there might have interests full as strong to induce them not to agree to arrangements of this sort, but still the general benefit of the public might be very much inconvenienced by that?—I am not aware of any circumstances which might render such arrangements impracticable and unprofitable to one railway company, if they were practicable and profitable to another; and I cannot conceive that any railway company would put itself into a situation so obnoxious as to impede arrangements which were proposed by others.

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5669. In case such a state of things should occur, can you conceive any means of overcoming the difficulty better than that of a tribunal, constituted of impartial men, and not likely to have a bias to any one party?—It appears to me, in matters affecting the practical working of railways, it is necessary, in order to prevent serious inconveniences, that the parties who decide upon the arrangements should be practically and familiarly conversant with many points which it is possible that such tribunals as are referred to might not be in possession of. Thus I think very serious inconveniences might result from a tribunal exercising those functions, even with the very best intentions.

5670. Might not a tribunal such as is suggested be partly composed of individuals acquainted with the working of railroads?—It might, certainly; but I should doubt whether any tribunal would be likely to have the requisite information so fully as the directors of the company themselves.

5671. Did you ever happen to give your attention to the mode in which lines of coaches have been employed?—I am not much acquainted with that subject.

5672. Are you not aware that it often happens, that though the interest of the parties generally may be to keep the horses on the whole line, they may be withdrawn at a particular point, arising from private feeling, and thus the line of coaches may be interrupted?—I certainly have heard of such circumstances occurring, but I should submit that the directors of railway companies are bodies much less likely to be influenced by what I should term personal considerations of that kind.

5673. Do you think there is less strong feeling of interest in a company than in a private individual?—I am persuaded, from what I know of the proceedings of directors, that a very large portion of their consideration is given to questions of public convenience, of course with a due regard to the interests of the proprietors whom they represent.

5674. Is it not possible that a director, for instance, connected with Liverpool or Manchester, may have a leaning towards what may be very convenient to those two towns, but which may be very inconvenient towards the great traffic between the south and the north?—I cannot conceive any feeling which could possibly prevent any board of directors from seeing that their interest was to encourage the traffic upon the railway; and they would be fully aware that the increase of that traffic must necessarily depend on their giving every accommodation to it.

5675. What diminution of traffic do you conceive would have ensued, if the arrangement lately made had not taken place?—I am unable to state to what extent the traffic might have been affected; it is a question merely of conjecture.

5676. You have never formed a conjecture?—No.

5677. The question was never discussed when the directors of the Grand Junction came to their late resolution?—It was not.

5678. Do you not contemplate a period when persons, whether their convenience or not, in the way referred to, is attended to, may be obliged to travel by railroad, because they have no other means of communication?—I think it is very probable, that railways will become the sole means of communication on the principal lines.

5679. Suppose the Grand Junction, whether for what appeared bad or good reasons, were to refuse this practical accommodation of being enabled to book through, would they be still able to carry the same number of passengers?—I am not aware what effect that might have upon the traffic.

5680. The proposition is, that parties wishing to go to London or York arrive on an intermediate railroad, the directors of which have formed the determination not to give this great accommodation, and say you must wait our general trains, and get on as well as you can, we will carry you in our own way; do you not think, supposing your idea is carried out, that the whole of the long communications will be hereafter by railroads, the public convenience would be very much endangered by leaving the matter in the hands of the directors of the different companies?—I apprehend that whatever monopoly any company may enjoy by an abandonment of other modes of conveyance in any direction, they would still be aware that travelling by railroad would certainly be increased by making it as convenient to the passengers as possible.

5681. In a short distance fancy has a great deal to do with travelling, but in long distances business has much more to do with travelling than mere fancy or

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mere amusement; under those circumstances, where is the strong and cogent interest on the part of the intermediate line of railroad to give this accommodation?—There might possibly be none; no interest of a pecuniary nature, provided it were clearly proved that a needless refusal of accommodation did not affect travelling. It is the opinion of all the railroad directors I have conversed with that it is their interest to afford every accommodation they can consistently with the convenience of all those who travel.

5682. You do not think that it is possible that the special interests of local passengers, that is, passengers diverging a short distance on each side, may interfere with the convenience of passengers travelling a greater distance?—I apprehend it is the duty of every railway company, and would be the object of any tribunal, if it appeared that there were opposing interests, or, in other words, arrangements for the convenience of one class of passengers inconvenient to others, to consider which predominated, and to frame their regulations accordingly.

5683. Would not a tribunal less connected with local feelings be more likely to look to the convenience of the great body of passengers than local directors, who may have local feelings, and may be affected by prejudices, (not using the word in a disrespectful sense) which generally prevail?—I cannot conceive that the directors of a company can have any desire but to promote the interests of their company. I cannot suppose any local feeling could at all divert them from that object. I have never seen anything to induce me to believe it was probable.

5684. Take the North Union Railroad, which is now completed 23 miles; suppose it was their interest to run short trains for that 23 miles, that they expected to get more money by that than by carrying passengers northward, whenever the railroad proceeding northward is completed, would not the general advantage of travellers between the north and the south be likely to be impeded by the arrangement to which they then looked?—That would of course depend on the hypothesis being correct, which I am entirely unable to conjecture it can be. I am unable to conceive any arrangement which can be productive of convenience to travellers which would not in like manner be productive of convenience and advantage to the company.

5685. Mr. *Freshfield.*] Suppose this case, that the North Union were to fix their trains at Preston with reference to the market-day, and the hours at which the market would close at Preston, that they fixed their trains so as to bring the market people to Parkside, would it not be a great inconvenience that the other passengers coming by that same railway, desirous of coming on to London, should be bound to the hours at which the North Union had fixed their trains from Preston with reference to the market people only and not the general traffic?—It certainly might be so if the North Union Company had fixed their trains with reference to one class of passengers solely, but I think it is very improbable that they would do so.

5686. They might have an interest in doing so, might they not?—It is certainly possible, but I think barely possible.

5687. Mr. *Loch.*] You charge the same fare from Birmingham to Parkside as from Birmingham to Manchester, do you not?—It has been hitherto so charged, but I believe it is intended to make an alteration, and I may be permitted to explain, that the reason the fare has remained at the same rate so far as to Liverpool or Manchester was, that at the time when the list was made out, the North Union line was not yet opened, and there were no passengers set down at that point, and consequently the fare charged was the same as for Liverpool and Manchester; they were all rated the same; I believe it arose from that circumstance.

5688. That is intended to be corrected?—I believe it will be corrected. I believe that when the advertisement, which will require to be published, announcing that passengers will be booked through, is published, an alteration will be made in that respect also.

5689. Mr. *Thornely.*] Your booking-office in Liverpool is in the same building as the Liverpool and Manchester?—It is.

5690. Are you aware that sometimes the outer door of your office is closed, and passengers detained in the street at great inconvenience, being told that they are loading for Liverpool and Manchester?—I believe it is almost inevitable;

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evitable; it might happen sometimes for five minutes, but I do not think it is ever longer.

5691. Do not you think it is very inconvenient in rainy weather that passengers should be kept out even five minutes?—It is an inconvenience, but I do not see how it can be remedied at present.

5692. Do you not think it possible that your company might make an arrangement by which passengers might be put during that time under cover?—It might be done by erecting a portico in the street, if that were considered necessary.

5693. Are you aware that the utmost pains are not taken at your booking-office to dispatch the passengers to the carriages, but that great inconvenience is often sustained by the want of clerks to book them and pass them to the carriages as they arrive?—I am not aware of the circumstance, nor do I believe it happens to any considerable extent.

5694. What clerks do you keep in your booking-office?—There are two for each train; as many as can book them at a time.

5695. It has occurred that persons have been detained while only one clerk was booking them?—That may have happened from circumstances. It is ordered that there shall be two clerks in attendance; and if it has happened otherwise, the party absent has been punished.

5696. Has any complaint been made to you of passengers being detained in the street?—No complaint has been made to me directly; if they were made it would not be to me, not being the party to whom they should be addressed.

5697. Captain Cleather is the party to whom they would be addressed?—Yes.

5698. He has the arrangement of all the out-door department of your company?—He has.

5699. Mr. *Loch.*] The difficulty of getting rid of the inconvenience of Parkside, as far as the North Union and the Grand Junction are concerned, is in the course of being removed?—Yes; the directors took steps immediately on the first communications they received on the subject; there had been no previous application to the Board on the subject.

5700. Your Board does not mean, as a Board, to make any communication to the London and Birmingham; that will be the duty, you conceive, of the North Union?—Yes; they thought it most expedient that the North Union, having received our assent to the arrangement, should then ascertain the feelings of the London and Birmingham upon the subject.

5701. If the London and Birmingham accede to the arrangement, there can be no further difficulty in carrying it into effect?—I conceive none whatever.

Mr. *Joseph Baxendale*, called in; and Examined.

Mr. *J. Baxendale.*

5702. Mr. *Loch.*] ARE you aware of the inconvenience which has been experienced at Preston, in consequence of there being no means of booking either from London to Preston, or from Preston to Birmingham, or from Preston to London?—Perfectly.

5703. Do you consider that inconvenience has been felt by no carriage being allowed to run through?—Yes.

5704. Are you able to state to the Committee the disposition of the London Company as to the getting rid of that inconvenience?—They are perfectly willing; so much so, that on one of the directors of the North Union Company expressing a desire that we would join in an arrangement with the Grand Junction, on the part of the London and Birmingham I ventured to say, there was no objection on the part of the London and Birmingham, and that they were perfectly willing to book; that it was a mere question of account.

5705. If any proposition comes to your Board from the North Union or the Grand Junction, it is your opinion, from what you know of the opinions of the directors, that they will determine in favour of acceding to it?—I can say, from my knowledge of the feeling of the Board, that there is no doubt of the thing being satisfactorily arranged; that there is every desire to meet the wishes of the Grand Junction and the North Union.

5706. Lord *G. Somerset.*] Do you think by facilitating the means of conveyance, you will increase your own advantage?—Assuredly.

5707. By that mode of facilitating the conveyance?—I think it will tend, to what

what extent I am unable say, but it will be advantageous to railway conveyance.

5708. You think it will be for your own interest to make an arrangement of that description?—Decidedly so.

5709. You have been in the habit of conveying carriages throughout between London and Liverpool?—Yes, always.

5710. Upon the same truck?—Yes.

5711. And horses also?—Yes, and horses also.

5712. There can be no more reason why you should not carry on carriages to Preston?—None at all; I do not see the least difficulty, or the least objection.

5713. Turning your attention to the railways not yet opened, to Derby, for instance, do you contemplate a similar arrangement with them?—I think a similar arrangement will be made with the Derby.

5714. The North Midland?—The Midland and North Midland, I think the same thing must apply; the only question is, whether an arrangement should not be made with the line in immediate connection with the line into which that opens.

5715. Take the route from Newcastle, there is a railroad to York, called the North of England?—Yes.

5716. Then you go from York to Leeds?—Yes; that is the York and North Midland.

5717. Then from Leeds to Derby?—Yes; that is the North Midland.

5718. Then you have the Derby, and then the London and Birmingham?—Yes.

5719. Making five different railroads?—Yes.

5720. Do you contemplate the measure of making an arrangement by which parties at Newcastle can go in the same railroad carriage from Newcastle to London?—I think it is a question that might be settled; it would require arrangement; if the railroad were to commence at Edinburgh, we might find London and Birmingham carriages in Edinburgh, or north of Edinburgh.

5721. Would you have any objection to that?—No; the only difficulty is the keeping the accounts.

5722. Do you contemplate any difficulty in the parties interested in the different lines agreeing to carry passengers throughout?—No, not at all; any more than there was a difficulty on the part of the coach proprietors.

5723. Have there not been difficulties between them?—I believe not.

5724. Have you not heard that there was quarrelling in certain portions of the line, in consequence of which the coaches have been left without horses?—I think there have been quarrels occasionally, and that coaches have been left without horses.

5725. And of course to the very great inconvenience of the passengers?—Of course.

5726. And to the temporary loss of the parties whose horses were taken off the line?—Certainly.

5727. Do you not think those inconveniences likely to occur with respect to the railroads?—I should hope not.

5728. Would it not be a great inconvenience to the public if interruptions were to occur?—Certainly.

5729. Is it not a much more important question than the quarrelling of one individual coach proprietor, there being other means of obtaining a conveyance?—Certainly.

5730. Would it not be desirable that there should be some tribunal to which the public should look, and the different companies resort, for the settling those questions?—I see no objection to that.

5731. Do you not think, looking to the fair claims of the public on the one hand, and the fair speculation of the companies on the other, that it is desirable that such a tribunal should be constituted?—I see no objection to it.

5732. Mr. *Freshfield.*] In former times, has it not happened with coaches that the contractors have fixed their times for arrival and departure with reference to the local wants of the district?—Probably; but I should expect there will be a train from London to Leeds, and another immediately from Leeds to Edinburgh.

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5733. Then they might fix their times of departure according to the local circumstances?—Yes, that is the way in which the business has been conducted, I believe.

5734. If the traffic would not afford a competition, the public must wait for the train starting?—Yes, certainly.

5735. Mr. *Loch.*] Does the London and Birmingham Company keep all parcels to itself, or are they carried, like the rest of the goods, by the carriers?—The coach parcels are kept by the company themselves; anything that is wanted with dispatch, that is, anything leaving Liverpool to-day, to be delivered on the following morning, which comes by the coach trains, the London and Birmingham Company deliver themselves.

5736. What do you include in the term coach parcels?—All that requires a quick dispatch.

5737. *Chairman.*] It has no reference to the size of the parcel?—Not at all.

5738. Mr. *Loch.*] (*To Mr. Chorley.*) How is it with the Grand Junction Company; do the company undertake the delivery of the coach parcels?—We undertake the delivery of all parcels which come to us by the coach trains, and send by coach trains all parcels sent to be conveyed by them.

5739. Do not you make some sort of distinction for those requiring dispatch?—The distinction, I apprehend, is made by the sender himself; the merchandize department and the coach train department are very remote from each other; all the parcels are taken according as the senders desire.

5740. And you deliver all coach parcels in Liverpool and Manchester?—Yes, without charge.

5741. How are those for Preston?—They are put by themselves, and sent on from Parkside, without any delay.

5742. (*To Mr. Baxendale.*) Have you the means of informing the Committee what is the comparative expense of sending parcels by railroad, as compared with the sending by coach?—Not at all.

5743. (*To Mr. Chorley.*) Have you the means of informing the Committee what is the comparative expense of sending parcels by railroad as compared with that of sending by coach?—It is difficult to form an estimate, because they are sent by the same trains which carry passengers, therefore to make an estimate of the expense it would be necessary to discriminate that which belongs to the passengers from that which belongs to the parcel traffic.

5744. Supposing a small parcel sent from London to Liverpool, would the expense of sending it be less or more than by coach?—Considerably less; I believe the charge by coach was 3*s.* 10*d.*, and there was 2*d.* paid at the office for booking it; I am not certain whether there was not a charge also for delivery: the charge for a similar parcel sent by the London and Birmingham and the Grand Junction line would be 2*s.* 6*d.*, and no charge made for either booking or delivery.

5745. (*To Mr. Baxendale.*) Have you received any communication relative to the amount of travelling on the Belgian railroads?—This report I received, having been brought over by the engineer of the Belgian railroads.

5746. Does that contain the amount of travelling in each month from January 1838?—Yes, an account of travelling for each month in 1838, and the first four months in 1839.

5747. Does it appear that in the month of March last there was a considerable decrease of travelling, as compared with the same month in the former year?—Yes.

5748. Have you received any explanation what should lead to that decrease?—Yes; in the months of January and February 1839 there was a very considerable increase upon January and February 1838. In March and April, there being a considerable decrease, the explanation given was, that at the close of February the fares were advanced.

5749. Are you at all aware what advance was made upon the fares?—I am not.

[*The Account was delivered in, and read, as follows:*]

1838:	Voyageurs.	1839:	Voyageurs.
Janvier - - -	- 92,079	Janvier - -	- 108,000 approximate.
Fevrier - - -	- 92,387	Fevrier - -	- 114,929
Mars - - - -	- 136,992	Mars - - -	- 108,316
Avril - - - -	- 171,082	Avril - - -	- 136,466
Mai - - - -	- 193,994		
Juin - - - -	- 229,333		
Juillet - - -	- 214,996		
Août - - - -	- 309,329		
Septembre - - -	- 287,009		
Octobre - - -	- 200,479		
Novembre - - -	- 153,279		
Decembre - - -	- 161,419		
TOTAL - - -	2,338,374		

5750. Have you any further information on the subject of the Belgian Railway?—I wrote to a friend; he has sent me this note.

[*The same was read, as follows:*]

My dear Sir, 18 July 1839.

YOUR note of yesterday has reached me this morning. I have written to Brussels, and will let you know any answer I may get.

It must be considered, and the Commons' Committee ought to be told, that the Belgian system is quite different from ours. The government there run all the risk, advance all the money, do the whole work, and consider the railways as works of public utility, which they only require to cover their expenses, meaning by that,

1. Interest, and a small sinking fund on outlay.
2. Maintenance of way, and expense of working.

		f.
In 10 months, 1 January to 31 October 1838, they received -		2,633,532
and spent,	*f.*	
Maintenance of way, and police - - -	377,823	
Locomotives - - - - - -	954,408	
Clerks and stations - - - - - -	286,959	
		1,619,190
Excess of Receipts - - - *f.*		1,014,342

On the aggregate, since the opening in 1835, of the first portion, till October 1838,

	f.
They received - - - - - - - - - -	5,144,645
And spent - - - - - - - - - -	3,374,570
Surplus Receipts - - - *f.*	1,770,075

The cost of the lines now opened is about *f.* 34,000,000, requiring for interest and sinking fund five per cent., say *f.* 1,770,000, per annum.

Mr. Nothamb made, accordingly, his budget in November last for 1839, as follows:

	f.
Presumed receipts - - - - - - - - -	4,750,000
Expenses - - - - - - - - - -	3,090,000
Surplus, being very nearly enough for interest and sinking fund, at five per cent., in all - - - - *f.*	1,660,000

I have nothing yet about the increase of fares, but when I was there in July 1838, I was informed of the intention they had to limit the number of waggons, being the lowest class of carriages, (there is one at Camden Town) open blue box. This must of course have driven several passengers to take a better and dearer conveyance, but must absolutely diminish the number of passengers by that of the poor, who not being able to afford more than the lowest fare, cannot find room in those waggons.

To Joseph Baxendale, Esq.

Mr. *J. Baxendale.*

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5751. Lord *Granville Somerset.*] Are you able to state whether in the instance of the railroad communication between Liege and Antwerp, it is sometimes interrupted for the space of nearly three hours, for the purpose of allowing the railroad train to diverge to some other point before they get into the direct line again?—I am not aware of that.

5752. You cannot state whether that is the fact or not?—No.

Veneris, 26° die Julii, 1839.

MEMBERS PRESENT.

Mr. Freshfield.	Lord Seymour.
Sir James Graham.	Lord Granville Somerset.
Sir John Guest.	Mr. Thornely.
Mr. Loch.	

LORD SEYMOUR, IN THE CHAIR.

Charles Alexander Saunders, Esq., called in; and further Examined.

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5753. Lord *Granville Somerset.*] YOU are Secretary of the Great Western Railway Company?—I am.

5754. As such, would any extraordinary circumstances connected with the transmission of passengers upon your railroad have come to your knowledge?—Certainly.

5755. Is it the duty of parties more immediately concerned in the conducting the conveyance upon your railroad to report any extraordinary matter relating either to the conveyance of carriages, or to collisions, or to anything beyond the ordinary course of the work, to you for you to communicate to the directors?—It is.

5756. That the directors may learn regularly from you how the conveyance is conducted?—Yes, it is done in this way, the circumstances are recorded on the way-bill, which is kept by the conductor, every occurrence which takes place of the description referred to; if that way-bill contains anything beyond the ordinary occurrences, anything which has reference to an accident or a delay, that is made known to me when I attend at the station, which is usually every day.

5757. Supposing this circumstance should arise, that in consequence of an unexpected influx of passengers, and an under supply of the regular means of conveyance, 40 or 50 persons had been conveyed upon a large open truck, and that other persons had been allowed to get on stage-coaches, not being passengers by the stage-coach, but passengers getting up at some station or other, would such an extraordinary circumstance as that be reported upon the way-bill?—Certainly, and reported immediately.

5758. Would you deem it the especial duty of yourself, or some person on behalf of the directors, to make inquiry into the reasons of what might appear somewhat an infringement upon your general rules?—It would be.

5759. Would you deem it the duty of your officers, in the case supposed of this crowd pressing upon them for conveyance, to restrain the passengers from taking up any position, either on a stage-coach or a truck, which might appear likely to endanger their safety?—Decidedly, the case has once arisen.

5760. Will you state the circumstances of that case to which you are referring?—It was on the night of Ascot races; when the train came to Slough, there were an immense number of passengers who were afraid of not getting seats in the train going to London, between 40 and 50 jumped up upon the tops of the second-class carriages; the conductor refused to let the train go on while they were there, and requested they would come down, and rather than go on with them there, the train was stopped for upwards of half an hour at Slough to induce or force them to come down; they would not allow any of them to go there under those circumstances; that is the only occasion I have known.

5761. Did your officers on that occasion effect their object; did they prevent persons travelling in that situation upon your train, which was deemed by them liable to accidents?—They did.

5762. Would you have deemed it consistent with their duty or their orders if they had not acted in that manner?—Certainly not.

5763. Upon

5763. Upon that occasion did you provide extra accommodation?—We provided extra trains; there was an immense number of passengers, and we did not leave any passengers behind; but those were parties who, from seeing the great crowd, were afraid they should not get up to London; it was with difficulty they were removed from the tops of the carriages.

5764. Were they conveyed to London by that train?—Many of them were, and some waited for the succeeding train.

5765. With regard to the whole, your officers insisted on their taking their places in such manner as not to run any serious risk?—Certainly.

5766. Those are the orders given by you to your servants?—Yes, on all occasions.

5767. You do not think it impossible for persons in the management of stations, or the management of trains, to prevent passengers taking up a dangerous position?—The difficulty would depend of course on the nature of the case; we had at Slough a very considerable force, and though there were 40 or 50 persons who got upon the tops of the coaches on that occasion, we induced a great many, and forced others, to get down. If the same thing had occurred at a smaller station, on which we were not so provided, we might have found it difficult to remove them.

5768. You would have, at all events, the negative power to prevent the train going on?—Yes.

5769. And you exercised the power of preventing the train going on with persons under those circumstances?—Distinctly; it is the only time the thing has occurred; the servants of the company take care that the life of no one should be endangered.

5770. The principle on which your company is managed is, that the servants of the company are to prevent persons foolishly risking their safety?—Yes, and to take them into custody, if they cannot prevent it without that.

5771. If any persons wish to take places by your trains at intermediate stations, do you book them and give them a ticket, with a proviso that they shall not proceed unless there is room?—Yes; I will not say with a positive certainty whether the notice is on the ticket, but it is stuck up in all the booking-offices on the stations to be seen by those who apply for tickets.

5772. Have your servants, supposing the train does not furnish accommodation to persons so booked, directions to return the money of the persons so booked?—Yes, or to give them the alternative of proceeding by the next train.

5773. You consider yourselves, in fact, guardians of the public safety, so far as your means of conveyance are concerned?—Undoubtedly.

5774. Being guardians of the public safety, you would not allow persons to travel where their safety was endangered?—Certainly not.

5775. Mr. *Freshfield.*] By stopping the carriage until those persons have come from their improper situations, you create an interest in the passengers who wish to travel to assist in enforcing the regulations?—Yes, that would naturally be the effect of it.

5776. Lord *Granville Somerset.*] A case was brought before the Committee on a former day, to the effect, that a large number of persons at the Kingston station, on the Southampton Railroad, were unable to find accommodation in the proper railroad carriages, and that a great number of those persons, so disappointed of their proper accommodation, crowded themselves upon an empty truck, and furthermore that a good many had put themselves upon the top of a vacant stage-coach, and in that manner proceeded to London; on an investigation taking place of those circumstances before this Committee, it was stated, as the belief of Mr. Reed, connected with the Southampton Railway, in answer to a question, 5605, which question was, "Do you believe similar cases to have occurred on the Great Western and Birmingham Railway?—Yes, where the passengers have been too numerous for the train, and where they have been improperly stowed, if I may use that word, in consequence of being too numerous;" this having been experienced by Mr. Reed, have you any observations to make upon it?—That I have never known it to have occurred on the Great Western Railway; we uniformly refuse permission for passengers to go on the outside of stage-coaches, or to get upon trucks which may be with the train.

5777. The effect of the evidence you have already given is, that, supposing such an extraordinary circumstance should happen, and that your servants wanted the firmness to prevent its occurrence, you would deem it their strict

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duty to immediately report the circumstance to you to be laid before the directors?—Certainly.

5778. And you would consider it highly censurable if they omitted to call your attention to such a matter?—Certainly.

5779. Sir *John Guest.*] You give your directions in that case to stop the train till the matter is set right?—Yes, in any case, where they conceive danger attends it.

5780. Lord *Granville Somerset.*] What is the usual number of carriages attached to each of your trains?—In the summer, we constantly carry three open carriages, which will hold 216 people, and three first-class carriages, which will hold 92.

5781. Are any of those passengers conveyed on the outside of the carriages?—None.

5782. Not even the conductors?—No.

5783. Has it happened to you to be obliged to increase your locomotive power, in consequence of your having a larger train of carriages than you anticipated?—It has.

5784. What is the ordinary engine-power employed for each train?—We usually employ one engine, but under particular circumstances we are obliged to employ two.

5785. Has it ever occurred to you to be obliged to apply an additional engine behind?—Yes.

5786. Do you see any objection to the application of your additional engine behind?—We would always avoid placing it behind if we could; there is an objection to it.

5787. What is the objection?—There are two objections to it: one is, that in reaching a train the assistant engine may sometimes come upon it with more than ordinary force; and the other would be, in the case of anything happening to the first engine, the engine behind would still be exerting its force, while the front engine perhaps was brought to a stop.

5788. It would increase the danger in that case very considerably?—Not very considerably; I do not think it so great an objection as some persons apprehend.

5789. You have stated two very valid objections to applying the locomotive power behind; what are the difficulties which prevent your applying it in front in all cases?—We should always apply it in front if it was necessary to send the assistant locomotive power the whole way through which the train travels, and if we had sufficient time and foreknowledge of the necessity to have the engines ready to start with the train; but it ordinarily happens to us that we cannot be aware of the necessity of it until the train is actually starting, and then we may find, from the engine not having her steam sufficiently up, or from some other cause which it may be impossible to ascertain until the train is in movement, that we need the assistance. We cannot then put an engine on before, for we have no means without bringing the train back again, or crossing into another line, to get ahead of it; and if we do that, there may be much danger from a train coming in the opposite direction on the same line of rails by which we should have to send our engine to enable it to get in front.

5790. The fact is, you have not sufficient sidings to enable you to get a-head of the train when once started?—It is not the siding, but the crossing from the main line, which I apprehend would be attended with more danger than it would be desirable to encounter; the crossing on the main line is attended with very great danger.

5791. Is there no means by which you can ascertain, before your train is actually started from the station, that the locomotive power will be necessary?—In some cases we can do that, and in that case we put it on before, if it is necessary to send it quite through the trip.

5792. You are aware when you start of the power you require?—Yes; but at the last moment carriages still are coming in.

5793. Could not a person in charge of the train be able to judge by the appearance of the load, and of the power required, whether an engine is sufficient, taking for granted that the steam is properly up?—To a very great extent there is no doubt a judgment may be formed, within the last two minutes, of the weight of the train.

5794. Are not those two minutes sufficient for you to apply that remedy which you apply after the train has been set in motion?—No; it would be quite impossible to do that in most cases.

5795. Will you explain why?—To put the engine before, it must go the whole distance of the line; the engine which is in the yard waiting to assist a train in case of necessity will not always have sufficient water in the tender, or may not have sufficient coke at the time to serve the whole distance; she must go till she can get to a crossing 21 or 22 miles from London. In that case she will have to take in water and coke at the very last moment, and would have to go across the up-line to get upon the main line, all of which would occupy at least ten minutes, and be the means of detaining the train for that time.

5796. If you applied your additional engine in front instead of behind, she must go the whole distance, instead of being cast off when the necessity for her assistance ceased?—Yes; that is one of the practical difficulties.

5797. Does it often happen, that even with the greatest attention, you are not aware of the insufficiency of your regular engine until the train is set in motion?—Yes, generally, I should say, that is the case.

5798. With regard to the circumstances of want of water, that you can generally be aware of before the train starts?—Generally speaking.

5799. When an additional engine is to be put on behind, what are the directions given to the conductor of that engine?—The conductor of the engine has directions to shut off part of the steam before he reaches the train, and at all events to reduce his speed until he reaches the train without any violence, though in all cases he must be governed according to the circumstances of the case. He may be going after a train which is very quick, and he must keep up his speed, or he may be following a train which is not going so quick, and then he must reduce his speed.

5800. The difficulty is in his regulating the speed of the additional engine so as not to overpower the speed of the train he is following?—Yes; and his directions are to shut off part of the steam as he approaches the train, until he has ascertained at what speed he may most safely go up to it.

5801. Have you ever had any misfortune happen by the additional engine pressing too much upon the train which it was about to join?—We have had only two cases, I think, since our line opened, and the extent of the damage in both of them was merely to the buffer of the carriages when the engine reached it; we have never had any accident of any sort or kind to a passenger since our line opened.

5802. What is the buffer?—It is a cushion with springs attached to receive the blow of anything that may come in contact with it; that is the only damage which has been done.

5803. You have not heard of any collision arising out of an additional engine, within the last fortnight or three weeks?—No.

5804. Have you made inquiry?—I have made particular inquiry within the last 24 hours, and I am quite satisfied there has been no accident of the kind; though we were obliged, in consequence of the very high winds last week, to send out several trains with assistant engines.

5805. If such an occurrence took place under the regulations you have already described, it would be the duty of the servants of the company to report the circumstance to you?—If there was any damage consequent upon it, it would be as a matter of course put in the way-bill, and the report would be laid before me when I go to Paddington, which I do every day, and I should have brought it under the consideration of the directors, as a matter of course.

5806. Do your way-bills state the time of starting from each terminus and each station?—Yes.

5807. And the time of arrival?—Yes.

5808. Are they checked by the persons at the different stations?—No; we rely upon the conductor.

5809. Has the conductor a time-piece?—Yes; we have two accounts of time, and I have not found that they vary very much; one is kept by the engine-man, which he delivers in to the superintendent of the engines; the other is kept by the conductor. They have not been minutely compared in many cases, but we have never found any great discrepancy in them.

5810. Do you find any difficulty in getting skilful men to work your engines?—They are very difficult to get; we have been fortunate on our line, and we have had little difficulty with them, as yet.

5811. Do you think it would be desirable to have a more summary power for

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mulcting or punishing them for want of caution?—I think it might be useful; the directors do fine them now for carelessness.

5812. That is, if you thought, or the public thought, a servant neglectful, that you should have the power of taking the opinion of justices of the peace, and punishing him in a moderate degree?—I think it would; but at the same time it would be rather important it should not be taken out of the hands of the directors, who exercise the power of fining where the case has arisen of an engine-man being negligent, or not performing his duty; and if the directors could not fine him, they could only use the remedy of getting rid of him, which might not be desirable in all cases.

5813. The question is, whether it might not be desirable to have a mode, if the company, or the public, or any persons, thought there was gross negligence, of bringing them before a more regular tribunal than the board of directors, and thus deciding the case with more solemnity?—I think it might be useful.

5814. Sir *John Guest.*] You have an engine-man and a fireman?—Yes.

5815. Those two come on to take up the situation of engineer?—Yes; we have not at present found any difficulty, but we want a better class of men; they are certainly improving.

5816. *Chairman.*] You say usually an engine takes six carriages?—An engine will take many more, but that is what we generally put on a train; we have some engines that will more easily take nine or ten than others will take six; we have locomotive engines with very various power.

5817. What rule have you on starting a train for putting on an additional engine; suppose there were four private carriages, should you consider that a reason sufficient for putting on an additional engine, or what rule have you?—Entirely discretionary. If we have one of our smaller engines going out with a train, and that train becomes large, I should send to desire that the pilot engine should go out if it was ready, and assist the other; but we have an engine, called the North Star, that will take easily 11 railway carriages, with perhaps 400 people, and perhaps three or four carriages besides; I should not think of sending an assistant engine with her, under ordinary circumstances. Again, we have an engine of inferior power, called the Apollo, which would not take more than five or six railway carriages and three or four gentlemen's carriages, and she would require assistance with such a train.

5818. Are you bringing up your other engines to the power of the North Star?—Yes, and even increasing them a little beyond it. Every day's experience shows the importance of having engines of greater power.

5819. When you have engines of greater power it will be the less necessary for you to use additional engines?—Yes.

5820. Sir *John Guest.*] Have you any engines made at Newcastle, by Mr. Hawthorn, on Mr. Harrison's patent, with the engine on one carriage and the boiler on the other?—Yes.

5821. Have you found those work well?—We do not like them at all; there is a very excessive weight in them, and certainly they do not exert all the power we expected from them; I very much doubt whether there will be all the advantages originally contemplated in them.

5822. What was the advantage anticipated?—The advantage was, to be able, in case of anything happening to the engine or to the boiler, to separate the two, and still keep the other in use, by which means we might have hoped to economise our stock; now we are obliged to throw both engine and boiler out of use, whenever either the one or the other shall happen to be out of repair.

5823. Was it not expected that they would work better in consequence of having more room for what is called the eccentric at one part of the engine by keeping the boiler detached?—There is more room certainly, but I think there is sufficient room in the other engines, and there undoubtedly is danger to the engine-man in the use of these engines, the steam being sent from the boiler on one distinct carriage into the engine on the other distinct carriage, if the boiler should happen to jump from the rails, or anything occur to throw it off, the steam in coming through the valve would inevitably come upon the engine-man, and would be very dangerous to him.

5824. Do you find them more expensive than the other engines?—Much more expensive; much greater bulk altogether.

5825. The straight pipe which conveys the steam is connected with the other carriage by a universal joint?—Yes.

5826. Has

5826. Has that been found to answer?—It answers very well; it does not lose the steam; but I think I ought to qualify my answers generally respecting these engines, by saying that I am not an engineer; I do not take upon myself to assert, upon any mechanical knowledge or science, that which I have been led to understand; I merely give the impression I have derived from those practical men with whom I have conversed upon the subject, and who are more conversant with the practical working of locomotive engines.

5827. The Report has not induced the directors to order more of those engines?—Certainly not.

5828. Lord *Granville Somerset.*] Do you contract for your engines, or are they your own property?—They are the property of the company; we contract with parties to make them.

5829. Mr. *Loch.*] Have they increased much in price?—I should not say they have increased very much in price since we first had our engines; those engines are certainly more expensive than the ordinary engines of other companies, which have increased very much of late years, but with considerable improvement also in the workmanship.

5830. Have you any objection to state what the North Star cost you?—Not at all; we paid 2,150 *l.* for the North Star; we are now getting engines from 1,850*l.* up to the price of the North Star, according to the quality of the maker.

5831. Lord *Granville Somerset.*] With regard to those under Mr. Harrison's patent, what was the charge?—£. 3,000 for each engine.

5832. Sir *John Guest.*] What was the size of the cylinder?—Sixteen inches.

5833. Lord *Granville Somerset.*] Is their power equal to the North Star?—No, it has never been equal to that of the North Star; engines are got up in every respect much better now than they used to be, and our engines are calculated for greater speed than others.

5834. If the prime cost is greater, the repairs are less?—Our repairs, as far as I can learn, have been less than the repairs on other lines.

5835. Mr. *Loch.*] You have not contracted for the steam power in the manner the London and Birmingham are supposed to do; you purchase your engines, and keep them in repair?—Yes.

5836. Since you opened the further part of your line, have you ever considered whether you should take a third class of passengers?—We have reversed it, we had three classes of passengers; and when we opened our further line, we reduced it to two.

5837. What was your reason for doing so?—The reason for doing so was, that it required an increase of power to take carriages in summer, and in winter, which could not both be useful; we were obliged to take carriages of each description, on the chance of wanting the one or the other, and this of course exhausted power unnecessarily.

5838. Has your income increased or diminished in consequence of the change?—I think our experience has not been sufficient to enable me to answer that question; it is matter of very great doubt.

5839. To whatever extent it has gone, there has been an inconvenience suffered by that portion of the public who have used the third class carriages?—It is the second class close carriages which are given up.

5840. Have the goodness to state what has been done?—We had three descriptions of carriages: one, the first class; in the second class we had one closed, and the other open; we have given up altogether the closed carriages, in order to economize the power of our engines, and enable us to carry a less load at a greater speed.

5841. Have you increased the rates on the other carriages?—We have not altered the fares; we have merely abolished the intermediate carriages.

5842. The persons who travel take either the higher or the lower classes, as their circumstances may dictate?—Yes.

5843. Lord *Granville Somerset.*] When your whole line is opened, do you contemplate any means of conveying the very lowest orders of passengers, such as now travel by waggons?—It has frequently been considered, and I think that it will be done.

5844. What plan is proposed for affording accommodation for that class of passengers?—There has been no decision of the directors upon that subject, but I think they will probably send carriages once a day perhaps with merchandize; carriages of an inferior description, at very slow speed, for the

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accommodation of those persons, and at a very low price; perhaps too it may only be done at night.

5845. Sir *John Guest.*] Do you carry the mails?—They are intended to go by us in a few days, as I am informed at the Post-office.

5846. When shall you open to Steventon?—In March next.

5847. How far shall you be from Oxford then?—About nine miles.

5848. When shall you open at the other end?—From Bath to Bristol also in next year.

5849. With regard to the Box tunnel, how is that matter going on?—Very satisfactorily.

5850. Mr. *Loch.*] How many mails do you propose to carry?—I believe there will be four mails going; the Stroud, the Gloucester, the Bristol, and the Bath; but I am not sure that they will send all of them at first.

5851. What will be the speed at which you will carry the mails?—We fixed that we should have an hour and a half to do it in to Twyford, but we shall do it in less than that; our ordinary trains do it in an hour and ten minutes.

5852. *Chairman.*] What is the distance?—Thirty-one miles by the railway, and 34 by the road. Colonel Maberly has stated, that if we will do it in an hour and a half, that will suit their purposes. I have no doubt we shall do it in an hour and ten minutes, or sometimes even less, according to what we may have to carry.

5853. Mr. *Loch.*] Your experience, since you have opened the further part of your railway, has answered all your expectations?—Certainly.

5854. Sir *John Guest.*] Do the roads stand with the cutting and piling?—We have no piling between Twyford and Maidenhead; we find it stands very well.

5855. Lord *Granville Somerset.*] Has it ever occurred to your knowledge that passengers complained that in some cases they are exceedingly jolted when they travel by your trains, though they have on other occasions very much complimented you on the ease and equability of the motion?—Yes, it is a daily observation.

5856. Have the goodness to explain how this apparent contradiction occurs?—It arises from this, that the springs of the carriages are various in quality, some are excellent, and there is little or no motion in the carriages; others are not so good, and there is consequently jolting; I also ascribe it to some of our carriages being on six wheels, which are extremely steady; while others being on four wheels are subject to be more affected; something also may be ascribed to the position in which the carriage may be placed in the train, but not much.

5857. Sir *John Guest.*] Have you ever had complaint made, that on the line between Maidenhead and Twyford, the line in going down is perfectly smooth, and that in returning very rough?—I have heard that stated each way; I have been upon the line very frequently, and do not give much credence to it; I have been in the same carriage each way.

5858. Has not the one line been used much longer than the other?—No. One line was finished before the other, but only a few days.

5859. Mr. *Freshfield.*] You have travelled a good deal, probably, in stage-coaches?—Yes, formerly.

5860. Have you not found a great difference in that respect by different carriages?—Very great.

5861. Mr. *Thornely.*] Are not your springs calculated to sustain a certain weight, and if they are under-weighted, is not the motion to passengers more uneasy than if they are properly weighted?—Yes, if a single passenger goes in a carriage calculated to take 60 passengers, it will naturally be so.

5862. Sir *John Guest.*] Has not the guage of the wheels greatly to do with it?—The guage of the wheels would have something to do with it; but we have been very careful about the gauge of the wheels, and have gained a good deal of steadiness by attention to it.

5863. Lord *Granville Somerset.*] Is it the intention of the directors in future to have their carriages on six wheels as much as possible?—Yes, all the future carriages are to be placed on six wheels.

5864. On the principle that the motion is more equable?—Yes.

5865. In point of economy, there is very little difference, probably?—Not much difference.

5866. There

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5866. There is a little difference in the expense?—Very slight indeed.

5867. Sir *John Guest.*] Are the engines on six wheels?—They are all on six wheels.

5868. What is their weight?—We have engines weighing from 15 tons to 19 tons.

5869. Are you speaking of the engine at work?—Yes, with water in the boiler, and with a fire.

5870. Lord *Granville Somerset.*] What is the weight of the North Star?—I think it is 18 tons.

5871. Sir *John Guest.*] Do you know the length of the stroke?—The North Star has a 16-inch cylinder, and 16-inch stroke.

Mr. *George Child,* called in; and further Examined.

Mr. *George Child.*

5872. Lord *Granville Somerset.*] ON a former occasion, in answer to a question whether there was any way-bill by which the time of the arrival and departure of the coal-waggons on the Clarence Railway was regulated, you answered that there was no way-bill. Do you wish to correct that?—I did not understand your Lordship to ask for the way-bill. On reading the evidence, it struck me I had perfectly misunderstood the question; had I understood the question, I knew there was one, for this reason, that I framed it myself.

5873. It was a misapprehension on your part, when you said that there was no way-bill?—Yes. I beg leave to hand in one of our way-bills; that which is inserted at the bottom will show our method of checking it.

[*The Way-bill was delivered in.*]

CLARENCE RAILWAY.

RETURN of DEPARTURE and ARRIVAL of No. 1. Engine, from *Coxhoe* to *Port Clarence*, and back to *Coxhoe*, on 1839.

Number of Trips per Day.	Name of Engine.	Name of Engine-man.	Number of full Waggons hauled.	Name of Colliery.	From whence Hauled.	Time of Departure.	Time of Arrival at Stillington-Moor Weigh-house.	Time of Arrival at Port Clarence.	Time of Departure from Port Clarence.	Number of Empty Waggons.	For what Place.	Time of Arrival at Stillington-Moor Weigh-house.	Time of Arrival at Coxhoe.	REMARKS.
1	Tees	Walker, J.	32	Coxhoe	Coxhoe	9 A. M. *J. C.*	½ p. 9 A. M. *T. W.*	½ p. 10 A. M. *J. W.*	12 A. M. *J. W.*	32	Coxhoe	½ p. 1 P. M. *T. W.*	3 P. M. *J. C.*	This way-bill is first marked with the initials of the ticket-man at Coxhoe, then by the weighman at Stillington-Moor, and lastly by the staith-master at the place of shipment, at Port Clarence.

George Child,
Secretary.

This ticket to be filled up at each trip, by the ticket-man, and returned to him at the close of the day by the engine-man.

Lunæ, 5° die Augustii, 1839.

MEMBERS PRESENT.

Mr. Freshfield.	Lord Granville Somerset.
Mr. Loch.	Mr. Thornely.
Lord Seymour.	

LORD SEYMOUR, IN THE CHAIR.

James William Freshfield, Esq., a Member of the Committee; Examined.

J. W. Freshfield, Esq., M.P.

5 August 1839.

5874. *Chairman.*] WILL you have the goodness to state to the Committee your opinion as to the legal effect of a deed, for the purpose of transferring a share of the capital of a railroad company, under the circumstances stated in the evidence of Mr. Moxon (Q. 1623); Mr. Wood (Q. 1961 to 1973); Mr. Yates (Q. 2087 to 2098), and Mr. Bosanquet (Q. 2143 to 2147)?—I beg to say, that such a state of facts would involve the parties in serious difficulty: it might be material to the interest of the seller to have the transfer registered, in order to relieve him from liability to future calls; but having no knowledge of any party in the transaction, except the person to whom he sold the share, it would be difficult to trace the possession of the transfer; if, however, he should succeed, it is clear the officers of the company could not be required to register a deed in blank as to the person to whom the transfer was to be made, and I think it equally clear, that the name of a person other than the original purchaser could not legally be inserted; and it appears to me very doubtful whether the name even of that person could be inserted. If the seller had to resort to a court for relief, his first difficulty would be to ascertain what relief he was entitled to, which would determine to what tribunal he must resort in order to obtain it. If he could successfully maintain that he was entitled specifically to have the deed lodged at the office to be registered, that species of relief could only be administered by a court of equity; but if his right was to be protected from loss in consequence of his having executed the deed in the form required by the purchaser, his remedy would be in a court of common law, to recover any damage to which he might have been subject: technical difficulties would occur as to either proceeding, and if it should appear to the court that the course of dealing between the parties was to evade the subsequent duty, the transaction might be held fraudulent, and therefore void. If a blank deed (blank as to the name of the purchaser), having passed through the hand of that purchaser to another, should be then filled up with the name of the subsequent purchaser, it would be the duty of the officers of the company, if they became acquainted with the fact, to refuse to register the deed so altered, and I think the purchaser would be without remedy, because, in my opinion, the original transaction as to the deed was a nullity; but if it could be maintained that it operated as a transfer to the person whose name ought to have been inserted, then I am of opinion that the subsequent insertion of a different name would render the deed void. The statements of the witnesses are correct as to the liability of shares, not effectually transferred, to be forfeited for the benefit of the general creditors of the shareholder in the event of bankruptcy, or to be taken in execution by an individual creditor, with this qualification, however, that they would not be so liable if the person in whose name they stood could be considered as trustee for any party who might have purchased them, although not transferred; but I think it very improbable that any court would give the character of a trust to a transaction such as is described.

Jovis, 8° die Augustii, 1839.

MEMBERS PRESENT.

Mr. Freshfield.	Lord Sandon.
Mr. Loch.	Lord Granville Somerset.
Lord Seymour.	Mr. Thornely.

LORD SEYMOUR, IN THE CHAIR.

John Moss, Esq. called in; and further Examined.

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5875. Mr. *Loch.*] THERE was an interruption occurred on the Grand Junction Railway lately, what was the nature of it?—A small brook which runs on the land adjoining the railway burst its bounds, and got upon the railway, bringing a quantity of sand with it; there was a tremendous fall of rain previously.

5876. Lord *Granville Somerset.*] Did that arise from the angle of the slopes not being correct?—Not at all.

5877. Where was it?—At Norton Bridge, on the north side of Stafford. I will read an account, which I believe to be mainly correct:—"Between three or four o'clock in the morning, an accident, attended by some injury to two locomotive engines, and the total stoppage of the Grand Junction Railway Line, occurred at the Bridgeford station, four miles and a half distant from this town. The night had proved unusually stormy, and the rain which fell in torrents had so increased the water in the course at the top of the cutting above the level of the line, as to cause it to burst its boundary, and to rush down the cutting with terrific force, carrying with it a large quantity of loose gravel, which collected upon the line, and ultimately formed a mound upwards of 18 inches high upon the rails. About the time stated, the luggage train from Birmingham, drawn by two engines, came along the line at the ordinary speed, 25 miles an hour, both engines ran on the mound, and being thrown off the rails, ran across the opposite line. They sank to a considerable depth in the sand, and were so placed as to form a complete barricade across the whole width of the railway. Fortunately no person received any injury; this may be attributed to the sand in which the engines became embedded breaking the impetus, so as to prevent anything like a heavy shock. Some short time after this event the London mail trains up and down arrived at the spot; signals were made, and both trains were stopped in time to prevent the mischief that would undoubtedly have ensued. The bags were transferred from one train to the other, and after about an hour's delay were despatched by two extra engines. This was provided for by an arrangement at the Warrington station, it being the rule there to despatch an engine in search of the trains whenever they became half an hour over-due. The Harpy engine left Warrington at a quarter to six o'clock, and at seven o'clock Mr. R. S. Norris, the resident engineer at Warrington, followed with another engine and a gang of men, provided with the apparatus necessary to meet every contingency. Mr. Norris passed the Harpy engine, bearing the down mails, at Crewe, and he arrived at the scene of the accident shortly before nine o'clock; he found the two six o'clock trains there. The first step taken was to transfer the passengers and their luggage from one train to the other, a work which took considerable time, but which was done with all possible celerity. The half-past ten o'clock train arrived soon after, and the passengers were all safely transferred from that to a train of empty coaches which had been sent down for the purpose from Stafford, in which they were forwarded to Birmingham. The removing of the sand, and the placing the fallen engines upon the line, was the next thing that engaged Mr. Norris's attention. Great activity was displayed by the labourers, and by

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half-past twelve o'clock Mr. Norris had the satisfaction of seeing both lines quite clear, since which time the trains have been passing and re-passing as usual. The damage done to the cutting and engines is trifling, and will be replaced at the cost of a few pounds."

5878. Was not a statement similar to that sent to the public papers?—It was.

5879. Upon the whole, it is a correct statement of what took place?—Yes.

5880. Lord *Granville Somerset.*] What was the amount of interruption in point of time?—The road was opened again in about nine hours.

5881. What was the whole extent of interruption, in point of length of the railroad?—I cannot state; I should think about 50 or 60 yards.

5882. Was there an immense mass of earth thrown down?—No, only about 15 inches upon the rail; the engine coming along got stuck into the mud, and got turned in consequence, and that prevented the other engines getting past; otherwise, half an hour would have removed the whole.

5883. It had nothing to do with the slopes?—No.

5884. Is there a deep cutting there?—About eight feet.

5885. It was the sudden overflowing of the brook which occasioned this?—Yes.

Mr. *Joseph Baxendale*, called in; and further Examined.

Mr. *J. Baxendale.*

5886. Mr. *Loch.*] SOME accident happened on the London and Birmingham Railway lately, near Coventry, did there not?—Yes, on Thursday last.

5887. Have the goodness to describe the nature of it?—The switches had been opened for allowing an engine to pass, they ought to have been replaced before the train made its appearance; when the train made its appearance the switches indicated wrong, the signal of the policeman indicated right, the engine driver was at a loss to understand what to do, and came so close upon the switches that the accident occurred; if there had been no policeman, and the engine-man had trusted, as he would have done, to the signal, all would have been right. I hold in my hand the report I had in consequence of the accident, from Mr. Patterson; he says, "In regard to Williams, the policeman, he has been in great distress about it ever since, and I think it is just one of those things that will happen in a man's lifetime, even with the best of men; he has been twelve months in the situation, and has never been found fault with, and was always considered a most attentive man. Mr. Binger Barker and I went up to Coventry, thinking Williams stopped near the place, but we were obliged to walk on to Coventry, which detained us very much; after consulting the magistrates there, we found it was not in their jurisdiction, and had to return to Birmingham, and here the most of the magistrates were at the Warwick assizes; at last we got the mayor, who had just returned from the assizes, and he was of opinion Williams should be held to bail, and a consultation is to take place on Monday at eleven o'clock about it, being rather a novel case. I directed Barker to be in attendance to hear the result, and act accordingly. Mr. Binger saw the coroner, and he is of opinion that no steps can be taken against the man."

5888. What was the result?—The result is, that the man was dismissed; the only power we had was to discharge the man; anything we could have done of course we should; if death had taken place the man would have been of course secured; but the reports are very favourable this morning. I find that of the different parties some are out of doors, and others will be abroad again immediately.

5889. What was the amount of the accident to the passengers?—Mr. Patterson says here, "It affords me much pleasure to be able to relieve your mind so far in regard to the late accident that I think it will not be so fatal as matters now stand; the only case wherein danger is apprehended is Mr. Kennerly, but the surgeon thinks that, unless he takes an unfavourable turn, he may get round; he is no worse since the accident. Miss Groom, the lady taken to Birmingham, is doing well, but may have a slight halt in her walk, in consequence of her injuries. Coldwell, the under guard, is doing well, and the surgeon thinks him free from any danger. A Mr. Briggs, a coach proprietor, was in the same coach with Mr. Kinnerly, he is much bruised about the chest and

and neck, not dangerous. A Mr. Barnett, an elderly gentleman, who was on the outside of the coach, is much bruised about the legs by the steps of the carriage."

5890. Is it a common thing for persons to travel on the outside of a coach? —Not on the outside of the coach; but there are seats at the outside on the top occasionally occupied ever since the railway has been opened. I have occasionally travelled outside from the time the Liverpool and Manchester line was opened, seven or eight years ago, in the same way that a gentleman's servants travel in the dickey of a carriage.

5891. Mr. *Thornely.*] Did the carriages get off the rails in consequence of the switches being wrong?—Yes, the engine and three or four carriages got off the rail.

5892. Were the carriages overturned, or in what way did the accident occur? —They were crushed, they were broken to pieces.

5893. Lord *Granville Somerset.*] Can you state how the switches came to be wrong?—They came to be wrong owing to an engine having gone on a few minutes before, and it was the duty of the policeman to have replaced the switches, so as to have enabled the returning train to have passed over; he had neglected his duty, and had totally forgotten to replace the switches, and it occurred from that cause.

5894. He had omitted to do that which he was instructed to perform?—It was the only duty he had to perform.

5895. Looking to the very serious consequences which have resulted from the neglect of that duty, would it not be a useful and also an easy precaution that in all cases where switches are of so much importance, there should be two policemen stationed instead of one?—I should be very much inclined to think we should be more liable to danger from having two policemen than one. I think the great misfortune as to policemen arises from their having so little to do, and if there were two, they would be very likely to depend on one another. As matter of cost, I do not think it necessary to say that a company which has spent nearly six millions would not allow anything to stand in the way of that which is necessary for the public safety, and therefore whatever could be devised or pointed out, which would be useful, I am satisfied that the London and Birmingham Company would carry out: but the subject is one which has had a great deal of attention and discussion I know among the engineers; it is a subject which I do not venture therefore to speak on; and I begged Mr. Stephenson to be here. On the 12th of July I called upon the resident engineers, and Mr. Bury, who has had a great deal of experience in these matters, to meet me at Wolverton, on the subject of those switches; so that if we could find any switch, or those gentlemen knew of any switch that was better than another, we might adopt it, and have one description of switch throughout the whole line. I have brought these rough memoranda I made at that time. I have said, "One description of switches is desirable on both districts, therefore use Fox's in all alterations and places where new ones are to be put in. Mr. Lee says all the sliding rails are off the main line, except at the Camden station; they have been replaced by Fox's. Mr. Dockray has sliding rails at many places on the Northern line." It is on the Northern line where this took place. "Mr. Dockray and Mr. Lee to prepare a drawing of Fox's switches, with tell-tale or signal-post attached, for registering in the office of the superintendent. Mr. Bury will write to Mr. Hawkshaw, on the Manchester and Bolton line, for his patent indexes, to learn the price, &c. The points to be ordered, and when finished, to be examined and stamped previous to coming into store, that when any crossings are wanted they may be sent down the line perfect, to save labour and time." Subsequently I saw Mr. Dockray, and he had upon the whole line only two that were left, except at the stations, where of course they move more slowly; one of those two was the one where the accident occurred; that is removed since the accident, and as soon as he can get the materials for the other that will also be removed. Our engineer says, "According to your instructions, I beg to state, that on the London district there are no sliding rails used on the main lines, except at Camden and Euston stations, where the trains move more slowly."

5896. How stands the fact at this moment; that the switches are altered according to the best construction?—According to the best view the company can take of it, in every case but one; and at the stations they go at a slow

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speed; but even at the stations they will be removed as quickly as we can do it. Subsequently to these memoranda of the 12th of July, Mr. Bury went over to Bolton to see Mr. Hawkshaw, and communicated with him relative to the switches of Mr. Hawkshaw, which he appeared very much to approve.

5897. Are the switches of Mr. Hawkshaw self-acting switches?—Yes.

5898. Are they furnished with indexes?—Yes.

5899. What will be left to the policemen to do, with regard to those switches?—I apprehend they will require watching closely, though they are self-acting.

5900. When you state that they are self-acting, do you mean that when they are in perfectly good order they will not require being moved by anybody?—I think they will not.

5901. But at all events it will be necessary to pay attention to them, to see that they are in order, that the same accident may not occur as has occurred from the negligence of the policeman?—I do not feel myself able to say that an accident would not occur again, but I should very much doubt it.

5902. You think they are so much superior in safety, from their self-acting principle, that there is much less liability to accident from the neglect of the policeman?—That is the view I have always taken.

5903. After due consideration, you are of opinion, that so far from increased security arising from a second policeman being stationed in addition to the other, it would be more likely to induce negligence?—Were it a case of my own I should decidedly oppose it, from a firm conviction that mischief would result.

5904. Was that ever under the consideration of the directors, before this accident?—I think never.

5905. Was it under your consideration before?—No, I speak simply on general principles.

5906. Mr. *Loch.*] Was the engine going to Birmingham, or coming from Birmingham?—I do not recollect how it arose, but it arose from the necessity of having two engines; the one engine was returning, and it was in the engine returning, in consequence of not replacing the rails after the engine had returned, having done its duty, that the accident arose.

5907. She returned on the same set of rails; she had gone down to that point, and then passed over to the other side?—Yes.

5908. Lord *Sandon.*] It arose from an engine travelling in the wrong direction to the line to which the other was travelling?—From its having been so travelling.

5909. That must frequently of necessity be the case?—It must occasionally, when there are extra engines.

5910. What number of switches may there be between Birmingham and London?—I do not know the number; they vary, of course; Mr. Stephenson can speak better to that.

Robert Stephenson, Esq., called in; and further Examined.

R. *Stephenson*, Esq.

5911. Lord *Sandon.*] WHAT number of switches may there be on the main line between London and Birmingham?—There are 16 stations; there will be four at each station.

5912. The liability to an accident of this kind can only arise in circumstances similar to those which took place upon this occasion, namely, where an engine has been travelling on a wrong line?—Not exactly so; the engine had been doing its duty on the main line of railway as a ballast engine, conveying gravel from one part of the line to another; as a preparation for the train coming along that line, it had gone into a siding to be out of the way, which was exactly what it ought to have done; the policeman had therefore moved the switch to allow of this operation going on, but had not moved it back again, consequently the train, coming up on the main line, ran off the rails; the men have a table of times, which informs them exactly what trains are due; the train being very nearly due, the engineer's duty was to send that engine into a siding, to leave the main line clear; in order to pass the engine from the main line to the siding, the moveable rail there moves on a hinge; the policeman had moved it into the position for carrying the engine into the siding, and had omitted to bring it back again, consequently it ran off the end of the rails. In the sliding rail there is a very great objection, the leaving the ends

ends of the rails quite unprotected, the engine runs off as it would over a quay. [*Mr. Stephenson produced a drawing explaining the position of the lines and their connexion.*] The switch requires the attention of a policeman to put it back again; it requires the same degree of attention as a sliding rail, but it is rather better, because the engine will not run off the end of the rail; it can only run into the siding; but that may be fatal, because the curve necessary for going into a siding is so great, the engine will frequently go over; and, therefore, the switch being allowed to remain in this situation, by the inattention of the policeman, might be dangerous to the passengers.

5913. You could not, consistently with the rapidity with which you travel, slacken the speed at approaching the switch?—I think that would be extremely inconvenient.

5914. The liability to accident is not confined to those of the nature of that which lately took place, an extra engine being employed and turning into another line, but it arises from the use of the engines employed in the repair of the road?—I do not think it is essentially connected with the one or the other, for there must be a power of passing from one line to another by switches, in case of a stoppage, and so on.

5915. The more common use of the switches is for the repair of the road, and so on?—Yes.—(*Mr. Baxendale.*) It may be proper to observe, that liability to accidents will be much less frequent so soon as the ballasting of the road is perfect.—(*Mr. Stephenson.*) This has received a misnomer, for it is not a self-acting switch, and it requires the attention of the policeman equally with the other; it has been made self-acting in this way, that if the engine goes into the siding, which is a rare circumstance, comparatively speaking, the policeman has then to hold the switch in its place, and a spring is applied to the switch; as soon as the policeman lets go the handle, the spring moves the switch into its place again; therefore it is so far self-acting, but it is liable to get choaked with dust or dirt, and with snow in a hard frost; therefore, I conceive that the risk of accident, by adopting what is called a self-acting switch, may be, in its effect, greater. I will explain to the Committee how it may be called a self-adjusting switch: it is usual in railways to have a siding going out from the main line, to unite with the line again at a short distance; the consequence is, that the switch at one point is in one direction, and at the point where it may re-enter the line, in an opposite direction; supposing the switch to be in a wrong position for going on the main line where this accident would have occurred, and an engine to be coming in the other direction, the flange of the engine-wheel opens the switch, and passes over without any accident, if the switch was wrong, because, in that position, it will adjust itself, whereas, in the other direction, an accident will occur; therefore, in almost all cases, upon this line as well as others, engineers have finished the siding always without re-entering the line; they only placed the switches in the direction of the passing trains; in that case, if the siding were always left short, and the switches always lying in the direction of the train, the accident which occurred the other day is utterly impossible.

5916. Might not an accident still happen to the repairing engine?—Yes; it requires the switch to be put in; but if it were not put in, instead of the engine running into the siding, it would simply run on to the main line; therefore the most important thing is prohibiting the use of points or switches which shall be in a direction opposite to the direction of the moving train; with that precaution, using this switch, or a modification of it now used extensively on the Grand Junction, some of which we have now on the Birmingham and London, danger is impossible.

5917. You would prevent their re-entering at other points?—It would not be possible to prevent their re-entering in all cases, but in the main line, with that precaution, the risk of accidents is hardly possible.

5918. It would be productive of inconvenience if the siding were not permitted to re-enter the main line?—Yes; but all they would have to do would be to back the train and pass on; that would only produce loss of time to those engines as to which loss of time is of less consequence.

5919. *Mr. Thornely.*] By cutting off one of the ends of the sidings you would prevent accident?—Yes; we have been hitherto extremely scrupulous in observing the rule when the engine is to pass from one train to another; this,

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this, unfortunately, was one of the sliding rails which we had been about to remove.

5920. Lord *Sandon.*] Do you understand that the plan you suggest is generally adopted on the other lines?—Yes; not exactly the same plan, but a modification, which answers the same purpose.

5921. Mr. *Loch.*] What number of sidings of that kind are required in a certain distance?—We have a siding on each station; there may be perhaps one of those at every five miles, when we have goods to carry; as they will go at a slower speed, they must go out of the way.

5922. Do you observe any rule as to their being less frequent on embankments?—(Mr. *Baxendale.*) We avoid any switches on an embankment; that has lately been very strictly looked to; we have not made any on embankments, except in case of extreme necessity.

5923. Have you on the London and Birmingham any index for the engineer to see which way the point is placed?—(Mr. *Stephenson.*) Yes; a large disk is used, which shows a white face when all is right, and a red face when wrong.

5924. Lord *Granville Somerset.*] If the engineer had attended to those disks no accident would have occurred?—Certainly not.

5925. But seeing the policeman giving one signal, and the disk giving another, he did not know what course to pursue?—Yes; a little more explanation will perhaps be necessary: had those switches been situate at another place, the probability is that the accident would not have happened there; but it was near to a curve, so as not to admit of the engine-driver having time to reflect on the case; he could not shut off the steam sufficiently early.

5926. Will it not be possible to avoid switches at points where the engineer would not have the advantage of a long sight?—Assuredly; upon embankments, and on any point where there was the least probability of danger, points or switches certainly would not be placed.

5927. Mr. *Loch.*] (To Mr. *Stephenson.*) Must the disk be placed by the policeman?—It is connected with the rail, so that that cannot be wrong.

5928. Is that signal by night as well as by day?—There is a red light and a white light.

5929. Will it not be the duty of the engine-man to attend to the disk rather than to the policeman?—He could not see the disk till he came very near, whereas he can see the signal of the policeman at a considerable distance, therefore he was misled; and the having two policemen instead of one I am afraid would divide the responsibility; in this case the inanimate sign would have been the best.

5930. Lord *Granville Somerset.*] Would it not be possible to have your disk higher?—Some are raised ten or eleven feet high.—(Mr. *Baxendale.*) I am quite satisfied it is unnecessary to say that the London and Birmingham Railway Company are prepared to adopt, at any cost, any plan which may secure the public, and it was with that feeling that the switches with Hawkshaw's indexes had been looked to. I consider that the public and the railway company, having expended nearly six millions of money, must be so identified, that they have an interest, beyond the cost of the railroad, to carry out every plan which is absolutely necessary to the security of the passengers.

5931. Mr. *Loch.*] As the law stands at present, has not every landowner on the line a power to put up switches on the main line?—(Mr. *Stephenson.*) I believe that is a power universally given.

5932. If that power were universally exercised it would lead to great danger to the public, would it not?—If carried to a great extent it would very soon render the railway impassable. I believe the landowner has also the power of crossing on a level.

5933. Lord *Granville Somerset.*] With regard to the fencing, do you not conceive that, upon the line for many miles of your railroad, as well as others, there is not sufficient fence to exclude cattle?—I think the fence is invariably sufficient to exclude all cattle, but in many cases, from experience, I am prepared to admit, in Northamptonshire, they have erected a fence which allows sheep to go through, but nothing more.

5934. Lord *Sandon.*] Would not sheep upset an engine?—No, but I have heard of their being run over without the engine-man having known it.

5935. Lord *Granville Somerset.*]—(To Mr. *Moss.*) Are you prepared to state whether

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whether the fences, generally speaking, are sufficient to prevent the intrusion of cattle or sheep on your line?—Of cattle, certainly.

5936. (To Mr. *Stephenson.*)—The fences consist of three rails?—Yes. (Mr. *Baxendale.*) In addition to the rails, there are also upright palings, so that where there are sheep pastures we invariably have the palings placed upon the rails.—(Mr. *Stephenson.*) That has been only a recent suggestion, since we commenced.

5937. What is the scantling of your rails?—The horizontal railings are three and a half by one inch, and the posts are strong oak posts, measuring about nine or ten inches.

5938. Are they stronger than ordinary rails for the inclosure of a common field?—I think rather more permanent than those usually employed.

5939. Do not they become insecure as fences in a very short time?—I reckon, with a moderate degree of attention, the fences we have put up on the London and Birmingham will last four years, with replacing some few, and that after that the quick will be the best fence.

5940. Do you conceive that the quick will have grown sufficiently to be a good fence in four years time?—I think, with the mound and the ditch, it will act as a very good fence.

5941. Is there any means in the public at large of enforcing your keeping up good fences?—No, but then any accidents which occur are always injurious to the company.

5942. Mr. *Loch.*] Are there many gates opening to fields on your railway?—Not many; of course on places where the farmers have the power of crossing on the line, perhaps to the extent of 20 instances, there are gates; they are liable to be left open, but they are generally hung so as to swing-to of themselves.

Charles Alexander Saunders, Esq., called in; and further Examined.

C. A. Saunders, Esq.

5943. Lord *Granville Somerset.*] CAN you state to the Committee what precautions have been taken by your Company to prevent accidents with regard to the switches?—I am not aware that there is anything exclusive in the character or management of our switches; we have adopted them with the latest improvements; we have a man employed at the switches, and generally an index.

5944. Do you find the index useful?—Yes, we do.

5945. Do you trust to the index, or have you a policeman to attend to the switches?—We have an index; the policeman would give a signal at the same moment if he knew of anything wrong.

5946. Suppose the policeman inattentive, are your switches self-acting?—No.

5947. You rely on their being properly placed, and on the vigilance of the policeman?—Yes.

5948. Are there no self-acting switches made?—We have had some on our line, but prefer very much the use of those not self-acting.

5949. Will you state why you prefer those not self-acting?—The self-acting switches we find are very liable to get wrong; the policeman, relying on their acting without his assistance, would leave them, and a stone getting into them, would frequently affect them, and leave them half open.

5950. Are the Committee to understand that you have disused self-acting switches after having tried them?—Yes, we have.

5951. Upon the principle that you found them less safe than those which the policeman would be responsible for?—Yes. I ought to mention, that though they are called self-acting, they are self-acting only in one direction; there must be a policeman there to open them, and then they close of their own accord; it is not such self-action as would dispense altogether with the necessity of a policeman.

5952. Have you heard of any self-acting switches to act both ways?—No; I doubt whether there are any such.—(Mr. *Stephenson.*) There are no such switches; they can act only in one direction.

5953. (To Mr. *Saunders.*) Have you ever considered whether there would be an advantage in having two policemen in attendance where there are switches to be attended to?—Yes, that has been occasionally discussed at the Board of the Great Western Railway.

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5954. What is the feeling of the Board?—That it would be dividing the responsibility, and that there would be greater danger of their not being attended to than if there was only one policeman in charge.

5955. Have you had any accident in consequence of their not being attended to?—We have had three or four trains off the line at the switches, owing to the negligence of the policemen.

5956. Were those policemen generally steady in their conduct?—Yes; we select the very best men for the switches; give them a higher pay, and promise them a reward at the end of the year if not found fault with.

5957. Have you had any instance of a policeman who, though steady in the performance of his general duty, has neglected that duty?—Yes, we have, with very steady men.

5958. Was there any circumstance connected with that non-performance of duty which might account for it?—No case of drunkenness or anything of that sort, but it has been either from momentary thoughtlessness, or from some trivial cause.

5959. What course have you pursued with regard to those men?—In one case dismissed, and in two others reduced the men from being switchmen to common constables.

5960. Do you think it would make the men more vigilant in the performance of this duty if you had the power of taking them before a magistrate, and inflicting a certain degree of punishment for the neglect of this duty?—I should doubt that; I think the best stimulus would be the conferring a reward upon them, accompanied by fear of dismissal for neglect.

5961. You think that dismissal or reduction would be the best punishment?—Yes; I think the great point is to furnish a strong pecuniary motive to pay the utmost attention to that duty.

5962. Has any serious accident occurred in consequence of the neglect of the policemen?—Never with us, for our switches are almost all at the stations where the speed is reduced; the only cases where the train has been off, were in entering the station at Paddington, or the station at Maidenhead, where the speed being very much reduced, no material result occurred.

5963. No loss of life, or accident?—No.

5964. Looking to the completion of your line, shall you be able to restrict them to your stations?—No, but we have the switches for crossing on the main line placed as near to the stations as possible. The object of that is, that we can keep the switches locked, and it is only on application to the person at the station, and getting the key, they can be opened.

5965. They are not moveable, except after application for the key?—No.

5966. That applies to the switches on the main line?—Yes, but not at the stations; the switches at the two ends we cannot keep locked, for they are in constant use; but those for crossing from one line to another on the main line, for the purpose of letting an engine or carriage off the line, are kept locked.

5967. In whose charge is the key?—It is in the charge of the superintendent, at the station.

5968. When he allows the use of the keys, they are brought back to him?—Immediately; that could not of course be done in a long line, where the stations were at a great distance apart.

5969. Mr. *Loch.*] When you begin to carry goods, shall you be able to enforce that regulation?—Yes, I think so; it might be necessary to leave the key in charge of the policeman at the station at night, but I think the same arrangement might generally be followed.

5970. Have the proprietors of the land adjoining a power to make sidings?—They have the power to do it; they have not used it; but there is a railway, called the Thames Junction Railway, which crosses our line; it comes from the Kensington Canal, and is intended to join the London and Birmingham.

5971. What regulation has been adopted between the two companies to prevent accidents at the joining?—There is an agreement by which the control of that part is left in our company, subject to certain stipulations; and there are arrangements made by which a stoppage of trains, according to circumstances, must take place at the intersection of the two lines.

5972. That piece is under the control of your company?—Yes; under an agreement between the two companies.

5973. Would there be no risk from your trains coming down more suddenly than

than you expected?—There is no doubt in the world an apprehension that such might be the case, unless great care be taken in the control of the line.

5974. Do the policemen necessarily make a signal as to the state of the switch?—Yes; they necessarily make a signal with their arm, which signifies that the line is all right, and that they may go on; and it is by that the engine men are principally governed; we have not a target at every switch or crossing.

5975. Where do you have targets?—At the principal switches on our main line; I think that there will be a great improvement in the switches and crossings before long.

5976. Viscount *Sandon.*] Do your sidings re-enter the main line at short intervals after having gone off?—They do enter at both ends in some cases; in some cases they do not.

5977. Have you ever considered the expediency of preventing their re-entering?—We have; we decidedly should avoid it in cases where it was not extremely inconvenient to do so, and we make the trains work back in all cases where we can do so.

5978. You make the sidings in an opposite direction to that of the line?—Yes.

5979. Lord *Granville Somerset.*] Are you aware that pains have been taken that those sidings and switches should not be placed where there are strong curves?—That is almost always the case; there is a great desire to avoid putting them in a curve where it can be done, but it cannot always. In coming into our station at Paddington, we are obliged to come with a very considerable curve upon the arrival line, with two sharp curves, I may say; on both those curves we must of necessity, for the purpose of our station, have switches; but upon the main line it will be avoided always; we have no very great curve on our main line; I think guards may be placed upon the switches, which, even if they were left open, might prevent the trains getting off.

Henry Blanchard, Esq., called in; and Examined.

5980. *Chairman.*] YOU are deputy-chairman of the Clarence Railway?—I am.

5981. Lord *Granville Somerset.*] Will you state what are the facts as to the passing of the Great North of England Railroad Bill, so far as the interests of the Clarence Railway are concerned?—The Great North of England crosses the Clarence Railway in three places: the southern crossing is at a place called Ricknall; the embankment of the Clarence Railway there is about 35 feet high, and it passes under that.

5982. That is of no importance?—No. The next is a branch called the Chilton branch; that passes under the Clarence again there. Then we come to the last point of their coming on, what is called the Viners Green branch; that runs to Preston; it joins and communicates with the Clarence at a place called Thrislington.

5983. Is that near Ferry Hill?—About half a mile to the north of Ferry Hill.

5984. When it joins you there, does it run parallel with you?—It runs parallel for a short way; they are bound to communicate with us.

5985. Supposing you had no object of that kind, they would not communicate with you; but you say they cross your line?—A short distance beyond that it crosses the Viners Green branch.

5986. Mr. *Loch.*] Is there any portion of your railway which is common to them?—They do not run over any part of ours, but at the Viners Green branch they cross on a level.

5987. What provision is made by law, or otherwise, to prevent a collision between your traffic and their traffic?—None whatever.

5988. The safety of the passengers, on the one side or the other, must be made the subject of private arrangements between the two companies?—That will be the case, provided they ever make the railway.

5989. Supposing the road to be completed according to the Bill which has received the sanction of Parliament, this Great North of England Railroad will cross your railroad on a level?—Yes.

5990. Have you any power to stop their going if they do not comply with your terms?—No.

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5991. Have they any power to stop your going if you do not comply with their terms?—No.

5992. Did it never strike the directors of your company that such a power as that, unrestrained by Parliament, might be very dangerous to both parties?—The Clarence Railway were very desirous of seeing the Great North of England Railway made, and gave no opposition, except by requiring that a communication should be made at the point of junction. They intended to take their own line up in the direction of the Great North of England, which they gave up on finding the probability of its being made by that company. When the Great North of England came to Parliament last year for an extension of time, under the full belief that it intended to come further than the Darlington line, which they had purchased, we threatened them with an opposition, and obtained a promise from some of the directors that they would bring it north till it met the Clarence.

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Contained in the following Railway Acts; viz. Liverpool and Manchester; Manchester to Oldham, with Branches; Heckbridge and Wentbridge; Forest of Dean; Ballochney; Edinburgh and Dalkeith; Hereford; Dundee and Newtyle; Aberdulais; Garnkirk and Glasgow; Limerick and Carrick; Johnstone and Ardrossan; and Clarence - p. 449

PLANS.

No. 32.—Letter from W. Cubitt, Esq. to the Select Committee on Railway Communication, explanatory of Plans Nos. 1, 2, & 3 - p. 542

APPENDIX.

Appendix, No. 1.

FOREIGN RAILWAYS.

NOTE from Lord Viscount *Palmerston* to *James Loch*, Esq., M.P., with QUESTIONS submitted to Her Majesty's Representatives and Consuls Abroad.

Appendix, No. 1.

Note from Viscount Palmerston to J. Loch, Esq., M.P.

VISCOUNT PALMERSTON presents his compliments to Mr. Loch, and, in reply to his note of the 30th of July, begs to acquaint him, that the Questions respecting Railroads, to which Mr. Loch refers, were sent to Her Majesty's Representatives and Consuls in Austria, France, Bavaria, Belgium, Frankfort, Prussia, Russia, Saxony, and the United States of America.

Foreign Office, 1 August 1839.

QUESTIONS.

1. The number of Railways in operation or under contract. The length and width of each?

2. When begun. Number of miles contracted for. Cost per mile; distinguishing the cost of construction from the price paid for the land. The manner of acquiring land?

3. The number of miles completed?

4. The width of gauge. The length and weight of rails; how laid; how fastened. The smallest radius. The greatest gradient?

5. Locomotive, or other power. Rate per hour. Price of locomotives?

6. Number of passengers, arranged according to months; distinguishing the same according to the several classes of carriages?

7. The fares of each class?

8. The gross income derived from passengers, arranged according to months. Whether the fares have been raised or diminished, and, if either, what effect has such alteration had on the number of passengers?

9. The amount of goods carried, if any, and the receipts in respect thereof?

10. The expense of the power; of the maintenance of carriages, &c.?

11. The cost of maintaining the permanent way?

Appendix, No. 2.

CHARTER of the *Richmond, Fredericksburg,* and *Potomac* Railroad Company.

Appendix, No. 2.

Richmond, &c. Railroad Company.

AN ACT incorporating the Stockholders of the *Richmond, Fredericksburg,* and *Potomac* Railroad Company.—Passed 25 February 1834.

1. BE it enacted by the General Assembly, that it shall be lawful to open books in the city of Richmond, and town of Fredericksburg, and at such other place or places as a majority of the commissioners hereinafter named shall think fit, under the direction of John H. Eustace, Fleming James, Lewis Webb, John A. Lancaster, James Bosher, Richard C. Wortham, Conway Robinson, Wilson Allen, Fayette Johnson, W. S. Blackford, John L. Marye, John Dickerson, and Joseph M. Sheppard, or any two of the same, or of any deputies or agents of the said commissioners, for the purpose of receiving subscriptions to the amount of 700,000 dollars, in shares of 100 dollars each, to constitute a joint capital stock for the purpose of making a railroad from some point within the corporation of Richmond to be approved by the common council, to some point within the corporation of Fredericksburg, and for the purpose of extending the same, should the company hereby incorporated, at the commencement of the work or at any time afterwards, deem it advisable to do so, from its point of termination within the town of Fredericksburg to the Potomac River or some creek thereof, and for providing everything necessary and convenient for the purpose of transportation on the same.

2. The time and place for receiving subscriptions as aforesaid shall be advertised in one or more newspapers published in the city of Richmond and town of Fredericksburg, and the books for receiving the same shall not be closed in less than 10 days; and if it shall appear that more than 7,000 shares of the capital stock aforesaid shall have been subscribed for within the said 10 days, it shall be the duty of the said commissioners, or any five of them, to reduce the number of shares subscribed for among the subscribers, in fair and equal proportions to the amount of stock subscribed for respectively by each, until the whole amount of shares shall be reduced to 7,000; but if the whole amount of shares shall not be subscribed for within 10 days from the time the books shall be opened to receive subscriptions, then the books may be closed or continued open, or closed and re-opened, without further notice, as a majority of the above-named commissioners may judge to be most expedient, until the whole number of shares shall be subscribed for.

3. When 3,000 shares shall be subscribed in manner aforesaid, the subscribers, their executors, administrators, or assigns, shall be and they are hereby declared to be incorporated into a company by the name and style of the Richmond, Fredericksburg, and Potomac Railroad Company, and by that name shall be capable in law of purchasing, holding, selling, leasing, and conveying estates real, personal, and mixed, so far as shall be necessary for the purposes hereinafter mentioned, and no farther, and shall have perpetual succession, and by said corporate name may sue and be sued, and may have and use a common seal, which they shall have power to alter or renew at their pleasure, and shall have and enjoy and may exercise all the powers, rights, and privileges which other corporate bodies may lawfully do, for the purposes mentioned in this Act; and may make all such bye-laws, rules, and regulations, not inconsistent with the laws of this State or of the United States, as shall be necessary for well ordering and conducting the affairs of the company.

4. Upon any subscription of stock as aforesaid, there shall be paid at the time of subscribing, to the said commissioners, their deputies or agents, appointed to receive such subscriptions, the sum of two dollars on every share subscribed, and the residue thereof shall be paid in such instalments and at such times as it may be required by the president and directors of said company. The said commissioners and deputy commissioners shall forthwith, after the election of the president and directors of the company, pay over to the said president and directors all monies received by them, and in failure thereof the said president and directors may recover the amount due from them, or from any one or more of them, by motion, on 10 days' previous notice, in the superior or inferior court of any county or corporation wherein such commissioner or commissioners, their executors or administrators, may reside. The clerk shall endorse upon the execution which shall issue upon such judgment, that no security shall be taken, and the sheriff or other officer shall govern himself accordingly.

5. When 3,000 shares or more of the stock shall have been subscribed, public notice of that event shall be given by any three or more of the said commissioners, who shall have power at the same time to call a general meeting of the subscribers at such convenient place and time as they shall name in the said notice. To constitute any such meeting, a number of persons entitled to a majority of all the votes which could be given upon all shares subscribed, shall be present, either in person or by proxy; and if a sufficient number to constitute a meeting do not attend on that day, those who do attend shall have power to adjourn from time to time until a meeting shall be formed.

6. The

6. The subscribers at their general meeting before directed, and the proprietors of the stock at every annual meeting thereafter, shall elect a president and five directors, who shall continue in office, unless sooner removed, until the next annual meeting after their election, and until their successors shall be elected; but the said president or any of the directors may at any time be removed, and the vacancy thereby occasioned be filled, by a majority of the votes given at any general meeting. The president, with any three or more of the directors, who shall appoint one of their own body president *pro tempore*, shall constitute a board for the transaction of business. In case of vacancy in the office of president or any director happening from death, resignation, removal, or disability, such vacancy may be supplied by appointment of the board, or by the proprietors in general meeting.

7. The president and directors of the said company shall be, and they are hereby invested with all the rights and powers necessary for the construction, repair, and maintaining of a railroad, to be located as aforesaid, with as many sets of tracks as they, or a majority of them, may deem necessary and may cause to be made, and also to make and construct all works whatsoever, which may be necessary and expedient in order to the proper completion of the said railroad; and they, or a majority of them, may make or cause to be made branches or lateral railroads in any direction whatsoever in connexion with the said railroad, not exceeding 10 miles each in length, and shall have, possess, and may exercise, in the construction, use, and repair of the same, the same rights and powers, and shall be entitled, on the completion of any branch or lateral railroad, to the same rights, privileges, and immunities, and be subject to the same pains, penalties, and obligations in relation to the same, as are hereby prescribed in relation to their principal line of railroad. Provided, however, that before any railroad shall be constructed by the said company, between the town of Fredericksburg and Potomac River, or any creek thereof, they shall cause a survey to be made by their engineer, from the town of Fredericksburg to some point on Aquia Creek or on the Potomac River contiguous thereto, and a survey also to be made by their engineer from the said town of Fredericksburg to the Potomac Creek, or some point on the Potomac River contiguous thereto, and the soundings from the channel of the river to the point of termination of the said railroad, to be carefully taken: And after the construction of the said railroad, there shall always be reserved, at the termination thereof, a place of convenient size to be used as a public landing. And provided moreover, that no branch or lateral railroad exceeding two miles in length shall be commenced, until the expediency of making the same shall have been determined on at a general meeting of the stockholders by two-thirds of the votes which could legally be given in favour of the same.

8. It shall be the duty of the said president and directors, first, to defray with any monies which may be received by them of the commissioners the expenses of the preliminary surveys for the railroad made prior to the incorporation of the company. The said president and directors shall afterwards have power to make contracts with any person or persons on behalf of the company, for making the said railroad, and performing all other works respecting the same, which they shall judge necessary and proper; and to require from the subscribers, from time to time, such advances of money on their respective shares as the wants of the company may demand, until the whole of their subscriptions shall be advanced; to call, on any emergency, a general meeting of the subscribers, giving one month's notice thereof in one of the newspapers printed in the city of Richmond or town of Fredericksburg; to appoint a treasurer, clerk, and such other officers as they may require, and to transact all the business of the company during the intervals between the general meetings of the stockholders.

9. If any stockholder shall fail to pay the sum required of him by the president and directors, or a majority of them, within one month after the same shall have been advertised in one of the newspapers published in the city of Richmond and town of Fredericksburg, it shall and may be lawful for the president and directors, or a majority of them, to sell at public auction, and to convey to the purchaser, the share or shares of such stockholders so failing or refusing, giving one month's previous notice of the time and place of sale, in manner aforesaid; and after retaining the sum due, and all charges of the sale, out of the proceeds thereof, to pay the surplus over to the former owner or to his legal representative; and if the said sale shall not produce the sum required to be advanced, with the incidental charges attending the sale, then the president and directors may recover the balance of the original proprietor or his assignee, or the executor or administrator of either of them, by motion, on ten days' notice, before the court of that county of which he is an inhabitant, or by warrant before a justice of such county; and any purchaser of the stock of the company, under the sale by the president and directors, shall be subject to the same rules and regulations as the original proprietors.

10. Be it further enacted, that if the capital stock of the company hereby incorporated shall be found insufficient for the purposes of this Act, it shall and may be lawful for the president and directors of said company, or a majority of them, from time to time, to increase the said capital stock to an amount not exceeding 1,000,000 of dollars, by the addition of as many shares as they may deem necessary; first giving to the individual stockholders, for the time being, or their legal representatives, the option of taking such additional shares in proportion to the amount of stock respectively held by them, and opening books of subscription in the city of Richmond and town of Fredericksburg, as is herein prescribed for the original stock of the company, for any balance of capital stock created, which may not be taken by the

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the stockholders for the time being, or in their behalf; and the subscribers for such additional shares of the capital stock in the said company are hereby declared to be thenceforward incorporated into the said company, with all the privileges and advantages and subject to all the liabilities of the original stockholders.

11. Be it further enacted, that the said president and directors, or a majority of them, shall have power to borrow money for the objects of this Act, to issue certificates or other evidence of such loans, and to make the same convertible into stock of the company at the pleasure of the holder, provided that the capital stock shall not thereby be increased to an amount exceeding 1,000,000 of dollars, and to pledge the property of the company for the payment of the same and its interest. Provided, that no certificate of loan convertible into stock, or creating any lien or mortgage on the property of the company, shall be issued by the president and directors, unless the expediency of making a loan on such terms, and of issuing such certificates, shall have first been determined on at a general meeting of the stockholders, by two-thirds of the votes which could legally be given in favour of the same.

12. Be it further enacted, that the said president and directors, their officers, agents, and servants, shall have full power and authority to enter upon all lands and tenements through which they may desire to conduct their railroad, and to lay out the same according to their pleasure, so that the dwelling-house of no person be invaded without his consent; and that they shall have power to enter in and lay out such contiguous land as they may desire to occupy as sites for depôts, toll-houses, warehouses, engine sheds, work-shops, and other buildings for the necessary accommodation of their officers, agents, and servants, their horses, mules, and other cattle, and for the protection of the property entrusted to their care. Provided, that the land so laid out on the general line of the railroad shall not exceed, except at deep cuts and fillings, eighty feet in width, and that the adjoining land for the sites of building, unless the president and directors can agree with the owner or owners for the purchase of the same, shall not exceed one and an half acre in any one parcel. If the president and directors cannot agree with the owner or owners of the lands so entered on and laid out by them, on the terms of purchase, it shall be lawful for them to apply to the court of the county in which such land or the greater part thereof may lie, and upon such application the court shall appoint five discreet, intelligent, disinterested, and impartial freeholders, to assess the damages to the owner from the condemnation of his land for the purposes aforesaid. No such appointment however shall be made, unless 10 days' previous notice of the application shall have been given to the owner of the land, or to the guardian, if the owner be an infant, or to the committee, the owner being *non compos mentis*, if such owner, guardian, or committee can be found within the county, or if he cannot be so found, then such appointment shall not be made, unless notice of the application shall have been published at least one month next preceding, in some newspaper printed as convenient as may be to the court-house of the county, and shall have been posted at the door of the court-house, on the first day at least of the next preceding term of the said court. A day for the meeting of the said freeholders to perform the duty assigned them shall be designated in the order appointing them; and any one or more of them attending on that day may adjourn from time to time until their business shall be finished. Of the five freeholders so appointed, any three or more may act, after having been duly sworn or solemnly affirmed before some justice of the peace, that they will impartially and justly, to the best of their ability, ascertain the damages which will be sustained by the proprietor of the land from the condemnation thereof for the use of the company, and that they will truly certify their proceedings thereupon to the court of the said county.

13. It shall be the duty of the said freeholders, in pursuance of the order appointing them, to assemble on the land proposed to be condemned, and after viewing the same, and hearing such proper evidence as either party may offer, they shall ascertain, according to the best of their judgment, the damages which the proprietor of the land will sustain by the condemnation thereof for the use of the company. In performing this duty, they shall consider the proprietor of the land as being the owner of the whole fee-simple interest therein; they shall take into consideration the quantity and quality of the land to be condemned, the additional fencing which will be required thereby, and all other inconveniences which will result to the proprietor from the condemnation thereof; and shall combine therewith a just regard to the advantages which the owner of the land will derive from the construction of the railroad.

14. When the said freeholders shall have agreed upon the amount of damages, they shall forthwith make a written report of their proceedings, under their hands and seals, in substance as followeth: "We, , freeholders appointed by an order of the county court of , for the purpose of ascertaining the damages which would be sustained by , the proprietor of certain lands in the said county, which the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company propose to condemn for their use, do hereby certify that we met together on the land aforesaid on the day of , the day appointed therefor by the said order, (or the day to which we were regularly adjourned from the day appointed for our meeting by the said order,) and that having been first duly sworn, and having viewed the premises, we proceeded to estimate the quantity and quality of the land aforesaid, the quantity of additional fencing which would probably be occasioned by its condemnation, and all other inconveniences which seemed to us likely to result therefrom to the proprietor of said land; that we combined

bined with these considerations, as far as we could, a just regard to the advantages which would be derived by the proprietor of said land from the construction of the railroad, for the use of which the said land is to be condemned: that under the influence of these considerations, we have estimated, and do hereby assess the damages aforesaid, at the sum of . Given under our hands and seals, this day of ." At the foot of the report so made, the magistrate before whom the said freeholders were sworn, shall make a certificate in substance as follows: " County, sct.: I, , a justice of the peace for said county, do hereby certify that the abovenamed freeholders, before they executed their duties as above certified, were solemnly sworn (or affirmed) before me, that they would impartially and justly, to the best of their ability, ascertain the damages which would be sustained by the abovenamed from the condemnation of the abovementioned land for the use of the Richmond, Fredericksburg, and Potomac Railroad Company, and that they would certify truly their proceedings thereupon to the court of the said county. Given under my hand this day of ."

15. The report of the freeholders so made, together with the certificate of the magistrate as aforesaid, shall be forthwith returned by the said freeholders to the court of the county; and unless good cause be shown against the report, it shall be confirmed by the court and entered of record; but if the said report should be disaffirmed, or if the said freeholders being unable to agree should report their disagreement, or if from any other cause they should fail to make a report within a reasonable time after their appointment, the court may at its discretion, as often as may be necessary, supersede them or any of them, appoint others in their stead, and direct another view and report to be made in the manner above prescribed.

16. On the confirmation of any such report, and on the payment or tender to the proprietor of the land of the damages so assessed, or the payment of said damages into court, when for good cause shown the court shall so have ordered it, the land viewed and assessed as aforesaid shall be vested in the Richmond, Fredericksburg, and Potomac Railroad Company, in the same manner as if the proprietor had sold and conveyed it to them.

17. While these proceedings are depending for the purpose of ascertaining the damages to the proprietor for the condemnation of his land, and even before they shall have been instituted, the president and directors, if they think that the interest of the company requires it, may by themselves, their officers, agents, and servants, enter upon the lands laid out by them as aforesaid, and which they desire to condemn, and apply the same to the uses of the company. If when they so take possession proceedings to ascertain the damages as aforesaid be pending, it shall be their duty diligently to prosecute them to a conclusion. And when the report of the freeholders ascertaining the damages shall be returned and confirmed, the court shall render judgment in favour of the proprietor of the land for the amount thereof, and either compel its payment into court, or award process of execution for its recovery, as to them shall seem right.

18. In the meantime no order shall be made, and no injunction shall be awarded by any court or judge, to stay the proceedings of the company in the prosecution of their works, unless it be manifest that they, their officers, agents, or servants, are transcending the authority given them by this Act, and that the interposition of the court is necessary to prevent injury that cannot be adequately compensated in damages.

19. If the president and directors shall take possession of any land, before the same shall have been purchased by them, or condemned and paid for according to the provisions of this Act, and shall fail for 40 days to institute proceedings for its condemnation as aforesaid, or shall not prosecute with due diligence the proceedings commenced for that purpose, it shall be lawful for the proprietor of the land, upon giving to the said president and directors, or any one of them, ten days' previous notice, to apply to the court of the county in which the land or the greater part thereof shall lie; and upon such application the court shall appoint five discreet, intelligent, disinterested, and impartial freeholders, to assess the damages to the owner from the condemnation of his land for the use of the company; shall appoint a day for their meeting to perform the duties assigned them, and shall dismiss, at the costs of the company, any proceeding then depending on their behalf for the condemnation of the same land. The freeholders so appointed, any three or more of whom may act, shall proceed in the performance of their duties in all respects in the same manner as if they had been appointed on the application of the president and directors of the company. And the court shall in like manner confirm or disaffirm their report, supersede them or any of them, and appoint others in their stead, or direct another view and report to be made, as often as may be necessary. And when any such report ascertaining the damages shall be confirmed, the court shall render judgment in favour of the proprietor for the damages so assessed, and double costs; and shall thereupon either compel the company to pay into court the damages and costs so adjudged, or award process of execution therefor, as to them shall seem right.

20. When the judgment rendered for the damages assessed, and costs, shall be satisfied, by the payment of the money into court or otherwise, the title of the land for which such damages are assessed shall be vested in the company, in the same manner as if the proprietor had sold and conveyed it to them.

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21. The said president and directors, for the purpose of constructing their railroad aforesaid, and the works necessarily connected therewith, or of repairing the same after they shall have been made, or of enlarging or otherwise altering the same, shall be at liberty, by themselves, their officers, agents, or servants, at any time to enter upon any adjacent lands, and to cut, quarry, dig, take, and carry away therefrom, any wood, stone, gravel, or earth which they may deem necessary. Provided, however, that they shall not without the consent of the owner cut down any fruit tree, or any tree preserved in any field or lot for shade or for ornament, or take any timber, gravel, stone, or earth constituting any part of any fence or building. For all wood, stone, gravel, or earth taken under authority of this Act, and for all incidental injuries done to the enclosures, crops, woods, or grounds, in taking or carrying the same away, the said president and directors shall make to the owner a fair and reasonable compensation, to be ascertained, if the parties cannot agree, by any three impartial, intelligent, and disinterested freeholders, who being appointed for that purpose by any justice of the peace thereto required by the owner, shall be sworn by him, and shall then ascertain the compensation, upon their own view of the wood, stone, gravel, or earth taken, and of the injury done as aforesaid in taking them. Provided, however, that it shall be the duty of the owner or owners to show to the justice of the peace to whom the application is made that 10 days' previous notice of the time of making the same has been given to the president or one of the principal agents of the said railroad company, and no award which may be given under any appointment without such notice shall be obligatory or binding on said company.

22. If the said president and directors, in entering upon the land of any person under the authority of this Act, for the purpose of laying out or constructing, enlarging, altering, or repairing any of their said works, shall by themselves or their officers do any wanton or wilful injury to such land or its appurtenances, or to the crops growing or gathered, or to any other property thereon, the Richmond, Fredericksburg, and Potomac Railroad Company shall pay to the person so injured double the amount of the damages which shall be assessed by a jury in any proper action therefor; or if such injury be done by any person or persons who may have contracted with the company for the construction of any portion of their railroad, or any of the works connected therewith, he or they shall be responsible to the party injured, in the like amount.

23. Whenever, in the construction of said railroad, it shall be necessary to cross or intersect any established road or way, it shall be the duty of the said president and directors so to construct the said railroad across such established road or way as not to impede the passage or transportation of persons or property along the same; or where it shall be necessary to pass through the land of any individual, it shall also be their duty to provide for such individual proper waggon-ways across said railroad from one part of his land to the other. Provided, however, that in order to prevent the frequent crossing of established roads or ways, it may be lawful for the said president and directors to change the same at points where they may deem it expedient to do so: and that for entering upon or taking of any lands which may be necessary therefor, they shall be and are hereby authorized to proceed under the provisions of this Act, as in the case of land necessary for their railroad. Provided further, that previous to the making of any such change the said company shall make and prepare a road equally good with the portion of the road proposed to be substituted; but nothing herein contained shall be so construed as to make it incumbent on the company to keep in repair the portion of any road which they may have changed as aforesaid.

24. The said president and directors, or a majority of them, shall have power to purchase with the funds of the said company, and place on the railroad constructed by them under this Act, all machines, waggons, vehicles, carriages, and teams of any description whatsoever, which they may deem necessary or proper for the purposes of transportation.

25. All machines, waggons, vehicles, and carriages, purchased as aforesaid with the funds of the company, and all their works constructed under the authority of this Act, and all profits which shall accrue from the same, shall be vested in the respective shareholders of the company for ever, in proportion to their respective shares; and the same shall be deemed personal estate, and shall be exempt from any public charge or tax whatsoever.

26. Upon the railroad hereby authorized the company shall have the exclusive right of transportation. When it is completed, they shall at all times furnish and keep in good repair the necessary carriages and other requisites for the safe and convenient transportation of persons and property; and it shall be their duty at all times, upon the payment or tender of the tolls hereby allowed, to transport to any convenient place of delivery on the road which the owner of the goods may indicate, and there to deliver, all articles which shall be delivered to them for transportation, or offered to them in proper condition to be transported, at some place on the road convenient for the reception thereof.

27. They shall give no undue preference in transportation to the property of one person over that of another; but as far as practicable, shall carry each in the order of time in which it shall be delivered or offered for transportation, with the tolls paid or tendered. If the company or any of its officers or agents shall fail to receive, transport, or deliver in due time, any property so offered or delivered to them for transportation, or shall fail to take up or set down any passenger or passengers at such point as he or they may desire, upon the payment or tender of the passage money hereby allowed, they shall forfeit and pay to the party so injured double the amount of the lawful tolls paid or tendered; and shall moreover

over be liable to an action on the case, in which full damages and double costs shall be recovered.

28. So soon as any portion of the railroad hereby authorized may be in readiness for transportation, it shall be lawful for the said president and directors to transport by their officers and agents, or by contractors under them, persons and property on the same, and they shall have power to charge for the transportation of persons, goods, produce, merchandise, and other articles, and for the transportation of the mail, any sum not exceeding the following rates, viz.: on persons, not exceeding eight cents per mile for each person, unless the distance which any person be transported be less than 10 miles, in which case the president and directors may be entitled to make an extra charge of 50 cents for taking up and putting down each person so transported; for the transportation of goods, produce, merchandise, and other articles, not exceeding an average of 10 cents per ton per mile, and for the transportation of the mail such sum as they may agree for; and the said president and directors shall be furthermore entitled to demand and receive for the weighing, storage, and delivery of produce and other commodities, at their depôts and warehouses, rates not exceeding the ordinary warehouse rates charged in the city of Richmond and town of Fredericksburg.

29. Be it further enacted, that if the said president and directors shall deem it advisable to construct the bridges which may be necessary on the line of their railroad of sufficient width to admit of the passage of common roads as well as their railroad over the same, they may be entitled to demand and receive from all persons, and for waggons, carriages, and all four or two wheeled conveyances, and for all beasts of burthen, sheep, and hogs, passing the same, such rates of toll as may appear to them fair and reasonable; subject to the revision and regulation of the Board of Public Works, from time to time. Provided, however, that no bridge other than a railroad bridge shall be constructed across the Rappahannock River at the town of Fredericksburg, without the consent of the proprietors of the bridges already erected at the said town, or at the town of Falmouth.

30. As soon as 10 miles of the railroad hereby authorized shall be completed, the president and directors shall annually or semi-annually declare and make such dividend as they may deem proper, of the net profits arising from the resources of the said company, after deducting the necessary current and probable contingent expenses of the said company, and shall divide the same among the proprietors of the stock of the said company in proper proportions to their respective shares.

31. An annual meeting of the subscribers to the stock of the said company shall be held at such time in each year as the stockholders at their first general meeting may appoint; to constitute which, or any general meeting called by the president and directors according to the provisions of this Act, the presence of proprietors entitled to a majority of all the votes which could be given by all the stockholders, shall be necessary, either in person or by proxy properly authorized. And if a sufficient number do not attend on that day, or any day appointed for a general meeting, called by the directors as aforesaid, the proprietors who do attend may adjourn from time to time until a general meeting shall be had.

32. In counting all votes of the said company, each member shall be allowed one vote for each share not exceeding two shares, one vote for every two shares above two and not exceeding ten shares, and one vote for every five shares above ten, by him held at the time in the stock of the company. Provided, however, that no stockholder, whether an individual, body politic or corporate, shall be entitled to more than 60 votes on any amount of the capital stock of the said company held by him or them.

33. The president and directors shall render distinct accounts of their proceedings and disbursements of money to the annual meeting of the stockholders.

34. The works hereby required of the Richmond, Fredericksburg, and Potomac Railroad Company shall be executed with diligence, and if they be not commenced within two years after the passing of this Act, and finished within 10 years after the first general meeting of the stockholders, then their charter shall be forfeited.

35. The president and directors shall cause to be written or printed certificates for the shares of the stock in the said company, and shall deliver one such certificate, signed by the president and countersigned by the treasurer, to each person for the number of shares subscribed by him; which certificate shall be transferable by him, subject, however, to all payments due or to become due thereon; and such assignee having first caused the transfer or assignment to be entered in a book of the company to be kept for that purpose, shall thenceforth become a member of the said company, and shall be liable to pay all sums due, or which shall become due, upon the stock assigned to him. Provided, however, that such assignment shall in no wise exempt the assignor or his representative from their liabilities to the said company for the payment of all such sums, if the assignee or his representatives shall be unable or fail to pay the same.

36. If any person or persons shall wilfully, by any means whatever, injure, impair, or destroy any part of any railroad constructed under this Act, or any of the necessary works, machines, waggons, vehicles, or carriages belonging to the said company, such person or persons shall be punished according to the laws which may be in force at the time for the protection of the public works or property of the commonwealth.

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Richmond, &c. Railroad Company.

37. Be it further enacted, that if at any time hereafter the above rates for toll and transportation shall enable the said president and directors, after the payment of all necessary expenses, and after setting apart a fair and reasonable sum for the renewal and repairs of the road, warehouses, depôts, and other constructions, and of the machines, cars and other vehicles for transportation, to divide more than 15 per cent. on their capital stock invested, that then the said rates of toll and transportation shall be so reduced by the said president and directors as to enable them to divide 15 per cent. and no more.

And whereas the railroad authorized by this Act will form a part of the main northern and southern route between the city of Richmond and the city of Washington, and the privilege of transporting passengers on the same, and receiving the passage money, will, it is believed, be a strong inducement to individuals to subscribe for stock in the company, and the General Assembly considers it just and reasonable that those who embark in the enterprise should not be hereafter deprived of that which forms a chief inducement to the undertaking:

38. Be it therefore enacted and declared, and the General Assembly pledges itself to the said company, that in the event of the completion of the said railroad from the city of Richmond to the town of Fredericksburg, within the time limited by this Act, the General Assembly will not, for the period of 30 years from the completion of the said railroad, allow any other railroad to be constructed between the city of Richmond and the city of Washington, or for any portion of the said distance, the probable effect of which would be to diminish the number of passengers travelling between the one city and the other upon the railroad authorized by this Act; or to compel the company, in order to retain such passengers, to reduce the passage money: Provided, however, that nothing herein contained shall be so construed as to prevent the Legislature at any time hereafter from authorizing the construction of a railroad between the city of Richmond and the towns of Tappahannock or Urbanna, or to any intermediate points between the said city of Richmond and said towns: And provided also, that nothing herein contained shall be construed to prevent the General Assembly from chartering any other company or companies to construct a railroad from Fredericksburg to the city of Washington.

39. This Act shall be in force from its passage.

AN ACT to amend the Act entitled, "An Act incorporating the Stockholders of the *Richmond, Fredericksburg,* and *Potomac* Railroad Company."—Passed 13 March 1834.

1. Be it enacted by the General Assembly, that the sixth section of an Act, entitled, "An Act incorporating the Stockholders of the Richmond, Fredericksburg, and Potomac Railroad Company," passed on the 25th day of February 1834, be and the same is hereby repealed.

2. Be it further enacted, that the subscribers to the said company, at their general meeting directed to be holden in the fifth section of the Act aforesaid, and the proprietors of the stock at every annual meeting thereafter, shall elect a president and five directors, who shall continue in office, unless sooner removed, until the next annual meeting after their election, and until their successors shall be elected; but the said president or any of the directors may at any time be removed, and the vacancy thereby occasioned be filled, by a majority of the votes given at any general meeting. The president, with any three or more of the directors, or in the event of the sickness, disability, or absence of the president, any three or more of the directors, who shall appoint one of their own body president *pro tempore,* shall constitute a board for the transaction of business. In case of vacancy in the office of president or any director, happening from death, resignation, removal, or disability, such vacancy may be supplied by appointment of the board or by the proprietors in general meeting.

Appendix, No. 3.

ACT of Incorporation of the *Philadelphia* and *Reading* Railroad Company.

Appendix, No. 3.

Philadelphia and Reading Railroad Company.

AN ACT to authorize the Governor to incorporate the Philadelphia and Reading Railroad Company.

Section 1. Be it enacted by the Senate and House of Representatives of the Commonwealth of Pennsylvania in General Assembly met, and it is hereby enacted by the authority of the same, that Thomas Sergeant, Edward R. Biddle, John White, Robert A. Parish, and James Wood, of Philadelphia; Jonathan Roberts and Reece Thomas, of Montgomery county; Matthias Pennypacker, Emmor Kimber, Samuel Shaffer, and William Rogers, of Chester county; G. D. B. Keim, M. S. Richards, Isaac Heister, and James Everhart, of Berks county; Samuel Harvey and Jedediah Strong, of Germantown; Joseph Solms, Elijah Dallett,

Dallett, Jacob Frick, Joseph B. Mitchell, James M'Cormack, James Boon, William G. Alexander, Erskine Hazard, Joshua Lippincott, William A. Martin, or any two of them, be and they are hereby appointed commissioners, to do and perform the several things hereinafter mentioned; that is to say, they shall, on or before the 1st day of December next, procure three books, one of which shall be opened at the coffee-house in Philadelphia, and one at the house of Daniel Herr, in Reading, Berks county, and one at the house of William Reed, in Westchester, Chester county, in each of which they shall enter as follows: "We whose names are hereunto subscribed, do promise to pay to the president and managers of the Philadelphia and Reading Railroad Company the sum of 50 dollars for every share of stock set opposite our respective names, in such manner and proportions, and at such times as shall be determined by the president and managers of the said company, in pursuance of an Act of the General Assembly of this commonwealth, entitled, 'An Act to authorize the Governor to incorporate the Philadelphia and Reading Railroad Company.' Witness our hands the day of , 183 ," and shall thereupon give notice in one newspaper printed in the county of Berks, in one newspaper printed in the county of Chester, and in one newspaper printed in the city of Philadelphia, two weeks at least, of the times and places when and where the said books shall be kept open to receive subscriptions for the stock of the said company, at which respective times and places one or more of the commissioners shall attend, and permit all persons of lawful age, who shall offer to subscribe in the said books in their own names, or in the names of any other person who shall authorize the same, for shares in the said stock; and the said books shall be kept open respectively for the said purpose at least six hours in every juridical day, for the space of three days, or until there shall have been subscribed 20,000 shares. And if at the expiration of three days the books aforesaid shall not have the number of shares aforesaid therein subscribed, the said commissioners may adjourn from time to time, and transfer the book or books elsewhere, until the whole number of 20,000 shares shall be subscribed, of which adjournment and transfer the commissioners aforesaid shall give such public notice as the occasion may require; and when the whole number of shares shall be subscribed, then the books shall be closed. Provided, that no person be permitted to subscribe for more than 20 shares on the first day, and not more than 100 on the second; after which any person may subscribe for any number of shares until the whole of the stock is taken. And provided also, that no subscription shall be valid unless the person so subscribing shall pay to the said commissioners, at the time of making the same, the sum of five dollars on each and every share, for the use of the company.

Section 2. And be it further enacted by the authority aforesaid, that when 6,000 shares or more of the said stock shall be subscribed, and the sum of five dollars paid on each and every share as aforesaid, the commissioners, or a majority of them, shall certify to the governor, under oath or affirmation, the names of the subscribers, and the number of shares subscribed by each, and the sum of five dollars on each share paid at the time of subscribing; whereupon the governor shall, by letters patent under his hand and the seal of the commonwealth, create and erect the subscribers, and if the subscription be not full at the time, then also those who shall thereafter subscribe to the number of shares aforesaid, into a body politic and corporate in deed and in law, by the name, style, and title of "the Philadelphia and Reading Railroad Company;" and by the same name the subscribers shall have perpetual succession, with all the privileges, franchises, and immunities incident to a corporation, and be able to sue and be sued, implead and be impleaded, in all courts of record and elsewhere, and to purchase, receive, have, hold, and enjoy, to them and their successors, lands, tenements, and hereditaments, goods, chattels, and all estate, real, personal, or mixed, of what kind or quality soever; and the same from time to time to sell, exchange, mortgage, grant, alien, or otherwise dispose of; and to make dividends of such portions of the profits as they may deem proper; and also to make and have a common seal, and the same to alter and renew at pleasure; and also to ordain, establish, and put in execution such bye-laws, ordinances, and regulations as shall appear necessary and convenient for the government of said corporation, not being contrary to the constitution and laws of the United States, or of this commonwealth; and generally to do all and singular the matters and things which to them it shall lawfully appertain to do, for the wellbeing of the said corporation, and the due management and ordering the affairs of the same. Provided, that nothing herein contained shall be considered as in any way giving to the said corporation any banking privileges whatsoever, or any other liberties, privileges, or franchises, but such as may be necessary or incident to the making and maintaining of the said railroad, and the conveyance of passengers, and the transportation of the mail, and of goods, merchandise, and commodities thereon.

Section 3. And be it further enacted by the authority aforesaid, that the said named persons, or a majority of them, shall, as soon as conveniently may be after the said letters patent shall be obtained, give at least 20 days' previous notice in the newspapers hereinbefore mentioned of the time and place by them appointed for the subscribers to meet, in order to organize the said company, to choose by a majority of votes of the said subscribers, by ballot, to be given in person or by proxy, which proxy shall have been obtained and bear date within three months previously to the election at which such proxy shall be presented, duly authorized, one president and six managers, all of whom shall be residents of this commonwealth, a treasurer, secretary, and such other officers as shall be deemed necessary; that the president and managers aforesaid shall conduct the business of said company until the second Monday of January then next, and until like officers shall be chosen; and may

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Philadelphia and Reading Railroad Company.

make such bye-laws, rules, orders, and regulations as are not inconsistent with the constitution and laws of the United States, or of this state, and that may be necessary for the well-governing the affairs of the said company. Provided, that no person but a stockholder shall be eligible to the office of president or manager.

Section 4. And be it further enacted by the authority aforesaid, that the stockholders shall meet on the second Monday of January in every year, at such places as may be fixed upon by the bye-laws, of which notice shall be given, at least 20 days previous, by the secretary, in the newspapers beforementioned, and choose by a majority of the votes present officers for the ensuing year, as mentioned in the third section of this Act, who shall continue in office for one year, and until others are chosen; and at such other time as they may be summoned by the managers, in such manner and form as shall be prescribed by the bye-laws, at which annual or special meeting they shall have full power and authority to make, alter, or repeal, by a majority of the votes, in the manner aforesaid, all such bye-laws, rules, orders, and regulations as aforesaid, and to do and perform every other corporate act; and the number of votes to which each stockholder shall be entitled shall be according to the number of shares he or she shall hold, in the proportions following: For every share not exceeding two shares, one vote; for every two shares above two and not exceeding ten shares, one vote; and for every five shares above ten, one vote; but no share shall confer a right of suffrage, which shall not have been holden three calendar months prior to the day of the election, nor unless it be holden by the person in whose name it appears, absolutely and *bonâ fide* in his own right, or in that of his wife, or for his or her sole use and benefit, or as executor or administrator, trustee or guardian, or in the right and for the use and benefit of some copartnership, corporation, or society, of which he or she may be a member, and not in trust for and to the use and benefit of any other person. Provided, that no shares held by transfer shall be entitled to vote unless the same shall have been transferred at least three months before the election, and all votes by proxy shall be on such terms and conditions as are prescribed by the Act passed on the 28th day of March 1820, entitled, "An Act to regulate Proxies." And provided also, that no share shall be entitled to vote at any election, or at any general or special meeting of said company, on which any instalment or arrearages may have been due and payable more than 30 days previously to said election or meeting.

Section 5. And be it further enacted by the authority aforesaid, that the election of officers provided for in the third section of this Act, shall be conducted in the following manner; that is to say, the managers for the time being shall appoint two of the stockholders, not being managers, to be judges of the said election, and to conduct the same, after having severally taken and subscribed an oath or affirmation before an alderman or justice of the peace, well and truly and according to law to conduct such election, to the best of their knowledge and abilities; and the said judges shall decide upon the qualifications of voters, and when the election is closed, shall count the votes and declare who has been elected. And if it shall at any time happen that an election of president, managers, treasurer, secretary, or other officer, shall not be made, the corporation shall not for that cause be dissolved, but it shall be lawful to hold and make such election of president, managers, secretary, treasurer, or other officers, on any day thereafter, by giving at least ten days' notice, signed by the president or secretary, in the newspapers beforementioned, of the time and place of holding the said election; and the president, managers, treasurer, secretary, and other officers of the preceding year shall in that case continue to act, and be invested with all the powers belonging to their respective situations, until an election shall take place. In the case of death, resignation, or removal from the state, of the president, managers, treasurer, or secretary, his place may be filled by the board of managers, until the next annual meeting.

Section 6. And be it further enacted by the authority aforesaid, that the said president and managers shall meet at such times and places as shall be found most convenient for the transacting of their business, and when met, four shall be a quorum, who, in the absence of the president, may choose a chairman, and shall keep minutes of their transactions fairly entered in a book; and a quorum being formed, they shall be empowered and have authority to appoint all such surveyors, engineers, superintendents, and other artists and officers, as they shall deem necessary, to carry on the intended work, and to fix their salaries and wages; to ascertain the times, manner, and proportions in which the said stockholders shall pay the monies due on their respective shares; to draw orders on the treasurer for monies, which shall be signed by the president, or in his absence by a majority of the managers present, and countersigned by the secretary; and generally to do all such other acts, matters, and things, as by this Act and by the bye-laws and regulations of the company they are hereby authorized to do.

Section 7. And be it further enacted by the authority aforesaid, that the said president and managers first chosen shall procure certificates or evidences of stock for all the shares of the said Company, and shall deliver one or more certificates, signed by the president and countersigned by the treasurer, and sealed with the common seal of the said corporation, to each person for the number of shares by him or her subscribed or held, which certificate or evidence of stock shall be transferable at his or her pleasure, in person or by attorney duly authorized, in the presence of the president or treasurer, one of whom shall keep a book for that purpose, subject however to all payments due or to become due thereon, and the assignee holding any certificate, having first caused the assignment to be entered in a book of the company to be kept for the transfer of stock, shall be a member of the said corporation, and

and for every certificate assigned to him as aforesaid shall be entitled to one share of the capital stock of all the estates and emoluments of the company incident to one share, and to a vote as aforesaid at the meetings thereof, and subject to all penalties and forfeitures, and to be sued for all the balance and penalty due or to become due on each share, as the original subscriber would have been.

Section 8. And be it further enacted by the authority aforesaid, that if after 30 days' notice in the public papers aforesaid of the time and place appointed for the payment of any proportion or instalment of the said capital stock, in order to carry on the work, any stockholder shall neglect to pay such proportion or instalment at the place appointed, for the space of 30 days after the time so appointed, every such stockholder or his assignee shall, in addition to the instalment so called for, pay at the rate of one per centum per month for the delay of such payment; and if the same and additional penalty shall remain unpaid, for such a space of time as that the accumulated penalty shall become equal to the sums before paid in part and on account of such shares, the same shall be forfeited to the said company, and may be sold to any person or persons willing to purchase, for such price as can be obtained for the same; or in default of payment by any stockholder of any such instalment as aforesaid, the president and managers may, at their election, cause suit to be brought before an alderman or justice of the peace, or in any court having competent jurisdiction, for the recovery of the same, together with the penalty aforesaid. Provided, that no stockholder, whether original subscriber or assignee, shall be entitled to vote at any election, or any general or special meeting of the said company, on whose share or shares any instalment or arrearages may be due and payable more than 30 days previously to the said election or meeting.

Section 9. And be it further enacted by the authority aforesaid, that the president and managers of the said company shall demand and require of and from the treasurer, and may demand and require of and from all and every other the officers and other persons by them employed, bond in sufficient penalties, and with such securities as the said company shall by their rules, orders, and regulations require, for a faithful discharge of the several duties and trusts to them respectively committed.

Section 10. And be it further enacted by the authority aforesaid, that dividends of so much of the profits of the institution as shall appear advisable to the managers shall be declared at least twice a year, in every year, and paid to the stockholders on demand, at any time after the expiration of 10 days therefrom; but they shall in no case exceed the amount of the net profits actually acquired by the company, so that the capital stock shall never be impaired thereby. If the said managers shall make any dividend which shall impair the capital stock of said institution, the managers consenting thereto shall be liable in their individual capacities to the said company for the amount of the stock so divided, and each manager present when such dividend shall be declared shall be adjudged to be consenting thereto, unless he forthwith enter his protest on the minutes of the board, and give public notice to the stockholders of the declaring such dividend. Provided, when such dividend shall exceed 12 per cent. per annum, then one-half of such excess shall be paid into the state treasury, and placed to the credit of the education fund.

Section 11. And be it further enacted by the authority aforesaid, that the president and managers of the said railroad company shall have power to survey, lay down, ascertain, mark, and fix such route as they shall deem expedient for a railroad with as many sets of tracks as they may deem necessary, beginning at or near the borough of Reading in Berks county, and terminating at some suitable point in or near the city of Philadelphia, or on the line of the Philadelphia and Columbia, or of the Philadelphia Germantown and Norristown Railroads. Provided, that the said railroad shall not, except in deep cuts and fillings, or at points selected for depôts or engine and water stations, exceed four rods in width, and that it shall not pass through any burying-ground or place of public worship, or any dwelling-house without the consent of the owner thereof.

Section 12. And be it further enacted by the authority aforesaid, that the said president and managers shall have power and authority by themselves, or their superintendents, engineers, artists, and workmen, to enter in and upon and occupy all land on which the said railroad or its depôts and warehouses may be located, or which may be necessary for the erection of its engine and water stations, weigh scales, or any other purpose necessary or useful in the construction and repairs of the said railroad, and therein to dig and embank, make and construct the same, and the said company shall pay or satisfy the owner or owners of the ground so taken and occupied as aforesaid; but if the parties cannot agree upon the compensation to be made to such owner or owners, it shall and may be lawful for the parties to appoint five suitable, judicious, and disinterested persons of the counties of Berks, Montgomery, Chester, or Philadelphia, who shall be under oath or affirmation, and who shall reside within the counties of Berks, Montgomery, Chester, or Philadelphia, and if they cannot agree upon such persons, then either of the parties, after giving 20 days' notice to the other, may apply to the Court of Common Pleas of the county in which the land may lie, and the court shall award a venire directed to the sheriff to summon a jury of judicious and disinterested persons from the said counties, in order to ascertain and report to the said court what damages, if any, have been sustained by the owner or owners of said ground by reason of the construction of said railroad through the same, which said jury of valuers being duly sworn or affirmed, and having viewed the premises, shall proceed to estimate the quantity and quality of the land occupied by the said railroad, and all other

 inconveniences,

inconveniences which may be likely to result therefrom to the said land, and under the influence of these considerations, and a just regard to the advantages which may seem likely to result to the owner or owners of the said land from the opening of the said railroad through the same, to make their assessment and report to the court; which report being confirmed by the said court, judgment shall be entered thereon, and execution may issue in case of nonpayment for the sum awarded; and the expenses incurred by the appraisers or jury shall be defrayed by said railroad company. Provided, that either party may appeal to the court within 30 days after such report may have been filed in the prothonotary's office of the proper county, in the same manner as appeals are allowed in other cases. And provided also, that if any person or persons owning land or any other property which shall be affected by this Act be *feme coverts*, under age, *non compos mentis*, or out of the state, then and in either of the cases the president and managers of the company, and at the cost and charges of the said corporation, shall within one year after the construction of the railroad through the said land represent the same to the Court of Common Pleas of the county where the lands lie, as the case may be, who shall proceed thereon in the same manner and to the same effect as directed by this Act in other cases.

Section 13. And be it further enacted by the authority aforesaid, that the president and managers, by and with their superintendents, engineers, artists, workmen, and labourers, with their tools, instruments, carts, waggons, and other carriages, and beasts of draught and burden, may enter upon the lands contiguous and near the said railroad, first giving notice to the owners or occupiers thereof, and from thence to take and carry away timber, stone or gravel, sand or earth, doing as little damage thereto as possible, and repairing any breaches they may make in the enclosures thereof, and making amends for any damages that may be done thereon; the amount whereof, if the parties do not agree, shall be assessed as hereinbefore mentioned in this Act.

Section 14. And be it further enacted by the authority aforesaid, that the said railroad shall be so constructed as not to impede or obstruct the free use or passage of any public road or roads which may cross or enter the same. In all cases where the said railway may cross, or in any manner interfere with any existing public road, canal, or slack water navigation, the said company shall make or cause to be made, as soon as conveniently may be, a good and sufficient causeway or causeways, to enable all persons passing or travelling such public roads, canals, or slack water navigation to cross and pass over said railroad; and if the company shall neglect or refuse to keep such way or causeways in good repair, they shall be liable to a penalty of 10 dollars for every day the same shall be so neglected, or refused to be repaired, to be recovered by the supervisors of the township, with costs, for the use of the township, as debts of the like amount are by law recoverable; and shall moreover be liable to all actions at the suit of any person who may be aggrieved thereby.

Section 15. And be it further enacted by the authority aforesaid, that for the accommodation of all persons owning or possessing land through which the said railroad may pass, it shall be the duty of the said company to make or cause to be made a good and sufficient causeway or causeways wherever the same may be necessary to enable the occupant or occupants of said lands to cross or pass over the same, with waggons, carts, and implements of husbandry, as occasion may require, and the said causeway or causeways when so made shall be maintained and kept in good repair by said company; and if the said company shall neglect or refuse, on request, to make such causeway or causeways, or when made to keep the same in good order, the said company shall be liable to pay any person aggrieved thereby all damages sustained by such person in consequence of such neglect or refusal, to be sued for and recovered before any magistrate or court having cognizance thereof. Provided, that the said company shall in no case be required to make, or cause to be made, more than one causeway through each plantation or lot of land for the accommodation of any one person owning or possessing land through which the said railroad may pass; and where any public road shall cross said railroad, the person owning or possessing land through which said public road shall pass shall not be entitled to require the company to erect and keep in repair any causeway for the accommodation of the occupant of said land. Provided further, that in the event of any private bridge or causeway being converted to public use, so as to be made to accommodate a public road, laid out subsequent to the passage of this Act, then and in such case the company shall be for ever thereafter exonerated from the duty of keeping the said bridge or causeway in repair.

Section 16. And be it further enacted by the authority aforesaid, that no suit or action shall be prosecuted by any person or persons for any penalties incurred under this Act unless such suit or action shall be commenced within 12 months next after the offence committed, or the cause of action accrued, and the defendants in any such suit or action may plead the general issue, and give this Act and the special matter in evidence, and that the same was done in pursuance and by authority of this Act.

Section 17. And be it further enacted by the authority aforesaid, that in all suits or actions brought against the said company, the service of process on any manager, toll-gatherer, or other officer of the company, shall be as good and available in law as if made on the president thereof.

Section 18. And be it further enacted by the authority aforesaid, that if any person or persons shall wilfully and knowingly break, injure, or destroy the railroad hereby authorized,

or

or any part thereof, or any work, edifice, or device, or any part thereof, to be erected by the said company in pursuance of this Act, he, she, or they shall forfeit and pay to the said company three times the actual damages so sustained, to be sued for and recovered, with full costs, before any tribunal having cognizance thereof, by action in the name and for the use of the said company.

Section 19. And be it further enacted by the authority aforesaid, that if any person or persons shall wilfully or maliciously remove or destroy any of the company's constructions, or place designedly and with evil intent any obstruction on the line of the railroad, so as to jeopard the safety and endanger the lives of persons travelling the same, such person or persons so offending shall be deemed guilty of a misdemeanor, and shall be adjudged on conviction to be imprisoned in the eastern penitentiary of Pennsylvania for a term not more than two years. Provided, that nothing herein contained shall prevent the company from pursuing any other appropriate remedy at law in such cases.

Section 20. And be it further enacted by the authority aforesaid, that it shall and may be lawful for the president and managers from time to time to ordain and establish rules and regulations for the due ordering of all travelling and transportation on the said road, and for its preservation, with power to alter, repeal, enlarge, or amend the said rules and regulations, as they may deem expedient. And that they shall have full power and authority to prescribe the kinds and descriptions of cars, carriages, or waggons to be used on the said road for the conveyance of passengers and the transportation of the mails, or of goods, wares, merchandise, and minerals, and to regulate the speed at which they shall travel, and to adopt and enforce such rules and regulations in relation to the transit thereof as they may deem expedient. Provided, that the toll on any species of property shall not exceed an average of four cents per ton per mile, nor upon each passenger an average of two cents per mile.

Section 21. And be it further enacted by the authority aforesaid, that at each annual meeting of the stockholders the president and managers of the preceding year shall exhibit to them a complete statement of the affairs and proceedings of the company for such year, and that special meetings of the stockholders may be called by order of the president and managers, or by the president at the request of stockholders holding one fourth the amount of the capital stock, in like notice as that required for annual meetings, specifying moreover the object of the meeting; but no business shall be transacted at such meetings, except that for which it shall have been called, nor unless a majority in value of the stockholders shall attend in person or by proxy.

Section 22. And be it further enacted by the authority aforesaid, that if the president and managers and company shall not proceed to carry on the said work within three years from the passage of this Act, and shall not complete the same within seven years, as aforesaid, according to the true intent and meaning of this Act, or if, after the completion of the said road, the said company shall suffer the same to go to decay and be impassable for the term of two years, then this charter shall become null and void, except so far as compels the said company to make reparation for damages.

Section 23. And be it further enacted by the authority aforesaid, that if any increase of the capital stock shall be deemed necessary by the stockholders to improve or complete the said road, it may be lawful for the said president, managers, and company, at a stated or special meeting convened for the purpose, to increase the number of shares, so that the capital of the said company shall not exceed 2,000,000 dollars, and to receive and demand the monies for shares so subscribed, in like manner and under like penalties as are hereinbefore provided for the original subscription, or as shall be provided for by their bye-laws.

Section 24. And be it further enacted by the authority aforesaid, that at the end of the third year after the charter shall be obtained, and at the end of every year thereafter, there shall be furnished to the Legislature an abstract of the accounts of the company, showing the amount of capital paid in, and the debts of the said company, the amounts received for tolls and transportation, and rates charged, and the amount of dividends declared, which abstract shall be verified by the oath or affirmation of the president or treasurer of said company.

Section 25. And be it further enacted by the authority aforesaid, that if the said company shall at any time misuse or abuse any of the privileges hereby granted, the Legislature may resume all and singular the rights and privileges hereby granted to the said corporation.

Samuel Anderson,
Speaker of the House of Representatives.

Jesse R. Burden,
Speaker of the Senate.

Approved the 4th day of April, A. D. 1833.
Geo. Wolf.

Secretary's Office, Harrisburg, 15 April 1833.

I hereby certify that the above and foregoing is a true copy of the original law, remaining on file and of record in said office.

Witness my hand seal of office, the day and year aforesaid.

(L. S.) *James Trimble,*
Deputy Secretary.

Appendix, No. 3.

Philadelphia and Reading Railroad Company.

EXTRACT from an Act entitled, "An Act authorizing the Governor to incorporate the Philadelphia and Taylorsville Railroad Company; the Hestonville and Schuylkill Railroad Company; to amend the Charter of the Philadelphia and Reading Railroad Company, and the Little Schuylkill Navigation, Railroad, and Coal Company."—Approved on the 15th of June, A. D. 1836.

Section 29. That it shall be lawful for the Philadelphia and Reading Railroad Company, and the Little Schuylkill Navigation, Railroad, and Coal Company, to continue their respective railroads, in and through the borough of Reading, along the line of any street east of Callowhill-street, and to occupy the line of such street so as to effect a junction of their said railroads, at such point within the borough as they may deem most expedient; and that it shall be lawful for them, at their own proper cost and expense, to make such alterations as may appear to them to be expedient in the route and location of any state, county, or township road, along which, or in the immediate vicinity whereof, their railroad, or any part thereof, does or shall pass, and to lay out and open to such width as shall be necessary so much of any of the said roads as shall be relocated, and such new route of any of the said roads shall be considered as a public highway, to be supported and kept in repair as other highways in this commonwealth are supported and kept in repair, and so much of the route as may be altered shall be thereby vacated. Provided, that the said Company shall, within six months after the making of such alterations, report a draft and description of the same to the court of quarter sessions of the county wherein the said road is located. And provided further, that any person who may consider himself injured by such alterations, may recover damages for the same against the said corporation, in the same manner as other damages occasioned by the said railroads respectively are now assessed and compensated. And provided further, that the new road shall be made as good as that now in use; and that the authority hereby granted shall not extend to authorize an interference with any company previously incorporated by law. And provided further, the mode of assessing damages on that part of the road of the Little Schuylkill Navigation, Railroad, and Coal Company as lies between Port Clinton and Reading shall be the same as those that are provided for in the 12th section of the Act to incorporate the Philadelphia and Reading Railroad Company, passed the 4th day of April, A. D. 1833.

AN ACT relative to Suits brought by and against Canal and Railroad Companies.

Section 1. Be it enacted by the Senate and House of Representatives of the Commonwealth of Pennsylvania, in General Assembly met, and it is hereby enacted by the authority of the same, that from and after the passage of this Act, it shall and may be lawful for eithe party, in any suit or action now pending, or that may hereafter be brought in any of the courts of this commonwealth, by or against any canal or railroad company, to remove the same into the court of any other adjacent county through which the canal or railroad of such company is not located, which suits, so removed, shall be proceeded in by the proper court, in like manner and subject to like rules and proceedings as if it had remained in the court in which it was originally commenced, and upon final judgment, testatum executions may issue as in other cases: Provided, that the party so removing shall first take and subscribe an oath or affirmation, to be filed of record with the cause, that such removal is not made for the purpose of delay, but because he firmly believes a fair and impartial trial cannot be had in the county through which such canal or railroad may pass; and provided further, that the provisions of this Act shall not be so construed as to interfere with the existing laws relative to the assessment of damages to property, occasioned by the construction of such canals or railroads, nor with the right and privilege heretofore granted to any canal or railroad company to have suits against them tried in any particular county or counties.

William Patterson,
Speaker of the House of Representatives.
Jacob Kearn,
Speaker of the Senate.

Approved, the 14th day of April, A.D. 1834.
George Wolf.

BYE-LAWS for the Government of the *Philadelphia* and *Reading* Railroad Company.
Enacted 10 June 1836.

1. The meetings of the company shall be held at the company's office in Philadelphia, unless specially convened elsewhere by the board of managers.

2. The board of managers shall hold stated, special or adjourned meetings at such times and places as they may deem most convenient and consistent with the interests of the company. At such meetings not less than four members shall form a quorum for the transaction of business. A smaller number may, however, adjourn to such time and place as they may deem expedient.

3. The

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Philadelphia and Reading Railroad Company.

3. The board of managers shall have power to delegate from time to time such authority as they may deem necessary to any one or more member or members of the board, acting as a committee, in order that the business of the company may at all times be transacted with promptitude and despatch.

4. The board of managers may from time to time borrow such sums of money as they may deem consistent with the interests of the company; and as a security for the repayment of such loans, they shall have authority to issue notes, and to pledge or mortgage any shares of stock or other estate, real, personal, or mixed, belonging to the company; and may, if they deem the same expedient, make the loans convertible into stock within a specific time, at the option of the lenders, provided that the amount of such convertible loans, together with that of the stock disposed of at the time, shall not at any one time exceed the capital stock which the company may by law be authorized to hold.

5. The board of managers shall have all the powers and authority granted by law to the company, except in such matters as may be specially excepted by the bye-laws, and they shall have power to devise and to carry into execution any agreements and contracts which they may consider calculated to promote the interests of the company.

6. No stockholder who is indebted to the company for unpaid instalments, or on any other account, shall be permitted to transfer his shares of stock, unless with the consent previously obtained of the board of managers, or of the committee or officer to whom the subject may be delegated by them.

7. The foregoing bye-laws and all such as may hereafter be adopted by the stockholders, shall be entered in the minute book of the company, signed by the chairman and secretary of the meeting at which they may be adopted, sealed with the corporate seal of the company, and properly filed among the archives of the company.

President—Elihu Chauncey.

Managers—Henry Nixon, Edward R. Biddle, William H. Keating, Coleman Fisher, Samuel Jaudon, Matthias S. Richards (of Reading).

Secretary and Treasurer—Richard P. Lardner.

Chief Engineers—Moncure Robinson, Wirt Robinson.

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Code of Laws for Railroads in Prussia.

LAW of Railroad Undertakings, for the Kingdom of *Prussia*, of 3d November 1838.
(Translated from the German, by *B. H.*)

We, Frederick William, by the grace of God King of Prussia, &c. &c., have deemed it requisite to adopt general regulations for railroad undertakings, and especially touching the relations of railroad companies with the government and with the public; and, therefore, at the instance of our Minister of State, and by the advice of our Council of State, do ordain as follows:—

Section 1. Every company proposing to lay down a railroad, is to apply to our council of trade, and to communicate distinctly the principal particulars of the projected line, as well as the amount of capital destined to be employed in the undertaking. If there be no general objection to the undertaking, the plan thereof is to be subjected to a careful scrutiny, agreeably to the instructions already issued, or that may hereafter be issued to that effect. If, in consequence of such scrutiny, our sovereign assent be given, our council of trade is then, after intimating any particular conditions or directions that shall be necessary, to appoint a term within which a report is to be made that the appointed capital is subscribed, and the company actually formed under a deed of settlement agreed to by the subscribers.

Section 2. With respect to the shares and the obligations of the shareholders, the following principles shall obtain:—

1. The shares are to be made out to the subscribers, and shall be free of stamp-duty.
2. The shares shall not be delivered until the whole nominal amount shall have been paid up; nor shall engagements or scrip be distributed to the parties concerned. For partial payments, nothing more than receipts, indicating the names, shall be given.
3. The subscriber of a share is absolutely liable for the payment of 40 per cent. of the nominal amount; he cannot free himself from this liability, by transferring his interest to a third party; or be released from it by the company. In case the partial payments called for shall be in arrear, it shall be lawful to impose stipulated fines, without reference to any existing legal restrictions as to their amount.
4. After payment of 40 per cent., the company have the option, if the original subscriber transfer his interest to another individual, either—

a. to release the original subscriber from his responsibility, and look solely to the transferee; or

b. notwithstanding the assignment, hold the original subscriber still responsible; in which case the company have no claim on the transferee.

The decision of the directors of the company on this point shall be made known at the next call for a partial payment.

5. At every subsequent transfer, the same rule shall apply as is laid down under No. 4, for the first.

6. If after payment made of 40 per cent., the further calls be not complied with, the company is entitled either

a. to proceed further against the parties liable, or

b. cancelling their liabilities towards the company, to declare the payments already made, and all rights accruing from such payments, forfeited. New subscriptions may be received up to the amount for which the parties so separated from the company were interested.

Section 3. The deed of settlement is to be submitted to our sovereign approval; but the plan of the road must be previously settled in all that is essential.

Until the approval is granted, the relations between the company and its representatives are to be governed by the general laws applicable to commercial and government contracts.

By virtue of the approval of the deed of settlement, which is to be published in the Code of Laws, the privileges of a corporation or anonymous society are conferred upon the company.

Section 4. The line of road, in its entire course through all intermediate places, must be approved by the council of trade; and all the circumstances of the construction both of the road itself and the vehicles to be employed on it, are subject to its sanction. All preparatory measures with a view to obtaining this sanction, must be taken by the company at its own cost.

Section 5. Branch roads, like new railroads generally, can be constructed only with our royal assent.

Section 6. To issue more shares than the number originally fixed, our royal assent must be obtained. To contract for money on loan (which is to be held distinct from purchasing on credit) requires the concurrence of the council of trade, which must be coupled with the condition that a fund shall be set aside for defraying the interest and redeeming the loan.

Section 7. The company is entitled to purchase the land necessary for the undertaking, without the consent of the authorities; but the consent of government is necessary to render valid the re-sale of such land.

Section 8. In case no agreement can be come to with the owners for the purchase of the land required for the railroad, the company have the right of appropriation to which also tenants for life are subject.

This right extends especially—

1. To the ground required for the railroad itself.
2. To the space requisite for the necessary deviations.
3. To the space for shooting the earth, rubbish, &c., in excavations, tunnels, and levelling.
4. To the space for court-yards, dwellings of the inspectors and attendants, water-stations and receptacles for coals to be erected along the line, for the supply of the engines.
5. Generally to the ground and space necessary for all other works, and essential or desirable for the common interest, to the intent that the railroad may serve as a public road for general use.

The decision on the question what ground may be claimed for the above objects (Nos. 1 to 5) rests, in every individual case, with the authorities, with the right of appeal to the ministry. On the other hand, the right of appropriation is not extended to such arrangements as are (like warehouses, &c.) not connected with the public object mentioned in No. 5, but concern only the private interest of the company.

Section 9. Besides the right of appropriation, the company have a right to the temporary use of plots of ground, for the purpose of temporary roads and places for collecting their materials, the same as is enjoyed by government for constructing and repairing artificial roads. To what extent this right is to be exercised conformably with the local regulations of different districts, and what plots of ground may be claimed, must be settled by the local authorities; the right of appeal to the council of trade being reserved. Nevertheless, the digging of clay to make bricks, or of field-stones, or the opening of quarries of stone, or the employment of quarries already opened, are not included in the privileges granted to the companies by the present paragraph.

Section 10. When the company has made use of a neighbouring plot of ground for shooting earth and rubbish (sect. 8, No. 3), and that object is accomplished, the owner shall have the option of leaving his land in the occupation of the company (according to sect. 8), or of taking it back (according to sect. 9), receiving compensation for the deterioration

deterioration in value. If, however, the continued possession of the ground be necessary to the company for the safety of the road, the claim of the owner to restitution falls to the ground.

Section 11. The appropriation takes place in those districts of the country, in which the general law of landed property is in force, according to sections 8—11. part 1, chap. 2.

The authorities name the appraisers and conduct the valuation in presence of both parties. The owner is bound, on receipt or payment into court of the appraised value, to surrender the plot of ground to the company; and if requisite is to be compelled to do so by the authorities.

The owner can, if dissatisfied with the valuation by appraisement, obtain a judicial verdict on the value. The company have not this privilege.

In the province of the Rhine, so far as the general law of landed property is not in force, the exercise of the right of appropriation (sect. 8), and the assessment of the damages, shall take place according to the local laws affecting these points.

Section 12. If in assessing damages, there appear to be other parties interested besides the owners, it rests with the authorities to decide, whether the compensation money shall be paid into court, or bond be given for it; in which latter case the company is to pay interest, at the customary rate, from the period of surrender.

Section 13. The compensation for the temporary use of plots of ground (sect. 9,) is to be made in the same manner as that for appropriation (sect. 11). Adequate security may be demanded for the payment of the same; in which case the authorities are to regulate the matter *ad interim*.

Section 14. Over and above this compensation in money, the company is bound to make and maintain all roads, bridges, passages, enclosures, ditches, and dykes, that the authorities may deem necessary, in order that the neighbouring landholders may be secured from loss and damage in working their lands.

If the necessity for any of these arise subsequently to the opening of the railroad, in consequence of a change in the neighbouring properties, the company is still bound to erect and maintain them, but only at the expense of the landholders concerned, and who, if required, must give security to the company for the same.

Section 15. On payment of the compensation-money for pieces of ground, which, according to sect. 8, are subject to appropriation without distinction, whether the sale take place under the exercise of that right or by free contract, all the legal provisions existing in the various provinces respecting the public roads, here come into operation, and the negociations connected therewith shall be free of stamps and fees.

Section 16. If the company possess a piece of ground subject, according to sect. 8, to appropriation, whether it have been acquired by the exercise of the said right or by free contract, there shall be a valid claim, as well to repurchase as to redeem, if at a future period the plan of this railroad be given up or the ground become unnecessary to its objects.

Section 17. The claim of repurchase and redemption is vested in the owner for the time being of the land of which the plot originally formed a part.

Section 18. In such case the said owner can at any time make good his title to repurchase; if the company dispute the existence of the conditions appointed in sect. 16, the courts of justice must decide the point. The company can on their part call upon the owner to declare his intentions as to the exercise of this right; and he forfeits it if he do not make this declaration within two months. On repurchasing, the owner pays the original price of sale, deducting the amount of the deterioration from the use of the ground. On the other hand, the company cannot bring into account any improvements, but may remove any building or other work erected by them on the ground.

Section 19. The right of redemption takes place when the company have an opportunity of selling, elsewhere, the ground that is become useless. They are then bound to notify their intention, as well as the price offered, to the party entitled to repurchase according to section 17; and he loses his privilege if he do not declare his determination within two months. If the company omit this notice, the party so entitled can make good his title against any possessor.

Section 20. The company is bound to satisfy all demands for indemnification that are made to government, in consequence of the railroad works, and are either acknowledged by the company, or awarded against them in court.

Section 21. The council of trade will, in conformity with the foregoing, fix the periods for the progress and completion of the works, and may require security for performance. In case of non-completion within the appointed time, they shall be at liberty to dispose of the works as they lie, by public sale, for account of the company, conditioning that the purchasers shall complete them. The proposal to bring them to sale must, however, be preceded by the appointment of a definitive period of six months, for the completion of the road.

Section 22. The road must not be opened for traffic until the permission of the authorities has been granted, after an inspection of the works.

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Section 23. The control of the railroad police, according to regulations to be prescribed by the council of trade, is transferred to the company. These regulations will also determine more accurately the relative duties of the officers of the company entrusted therewith.

Section 24. The company is bound to maintain the railroad, with all the means of conveyance, in such a state that the transport may be made with safety, and in a manner corresponding with the object of the undertaking; this can be enforced by government.

Section 25. The company is liable to make good all loss or injury sustained by the persons or goods conveyed by the railroad, or by other persons and their effects, and can release itself from such liability only by proving, either that the damage or injury was occasioned by the fault of the persons themselves, or by an accident which could not be prevented. The hazardous nature of the undertaking itself is not to be regarded as a circumstance to release the company from this liability.

Section 26. For the first three years, from the 1st day of January next, after the opening of the road, the company enjoys (with reserve of the provisions in section 45), the exclusive right of conveyance on the road, and is privileged to fix the prices for the transport of persons and goods. The company must however—

1. Report to government and make publicly known the tariff adopted at the commencement of their business, and all subsequent alterations, as soon as adopted; but in case of an advance of prices, six weeks before it takes effect; and
2. Must forward, at the prices stated, all goods that may be delivered for that purpose, without distinction of persons concerned, with the exception of those articles, the transport of which is declared illegal by the railroad regulations, or by the police authorities.

Section 27. After the expiration of the first three years, other parties, besides the company itself, may obtain the right of carrying on the business of transport on the road, on payment of the road-tolls or the compensation to be fixed (compare sections 28—31 with section 45), if the council of trade, after investigating all the circumstances, shall deem it fit to grant a licence to that effect.

Section 28. To such competitors the same regulations are to apply in regard to the railroad police, the proper maintenance of their establishment, and likewise their liability to make compensation for damage or injury sustained, as have been ordered under sections 23, 24, and 25, for the original company.

Section 29. The amount of road-fees which the company is entitled to demand in default of an amicable arrangement with the competitors is to be regulated in such manner that, by its payment, computing the actual receipts of the latter years—

1. The expenses of maintaining and superintending the road (exclusive of the expenses connected with the prosecution and management of the business of transport) shall be defrayed.
2. The legal contribution towards a reserve fund for extraordinary expenses that may attach to the road and its appurtenances shall be paid; and
3. The engagements to be entered into by the company (including those mentioned in section 38), shall be provided for. Moreover,
4. There remains to be paid to the company, as interest and profit, a net amount, commensurate with the previous gain on the capital expended on the road and works; with the further proviso, however, that this net amount, even if the returns of the preceding years have yielded a higher profit on the said capital, shall not exceed 10 per cent. of the latter: on the other hand, if the returns of the previous years have not been so much, not less than 6 per cent. on the capital invested shall be paid. In the invested capital are to be included all subsequent actual outlays in improvements, if they have been recognized as such by the authorities, so far as these improvements shall have been effected by an enlargement of the subscribed capital.

Section 30. The calculation of the road-tolls shall be made as follows:

1. By the accounts to be rendered by the company in the last quarter of the first period of their business; that is, of the two years and three quarters that have elapsed, it must first be ascertained what has been the average net profit of one year. This net profit is to be divided in proportion to the capital invested in the railroad and appurtenances, and that in carriages and everything connected with the actual transport, and the proportion applicable to the road and appurtenances ascertained, regard being had to the provisions under section 29, respecting the net produce of the railroad. The net profit of the road thus estimated, and the annual average amount of the items of expenditure stated in section 29, No. 1—3, taken together, form the proportionate sum which is to be the basis of the adjustment of the road compensation.
2. The traffic of the road is to be ascertained from the receipts for both personal fares and the carriage of goods, and either the number of cwts. freight reduced in the proportion

portion of the fares to the freight, to single individuals, or the number of persons, in the same proportion, to single cwts.

3. The sum ascertained according to No. 1, divided by the number of persons or cwts. reduced according to No. 2, gives the amount of road-toll to be collected for every passenger or every cwt. of goods.

Should there be various fares for passengers, or rates for the transport of goods by a railroad, in making the reduction in No. 2, with regard to fares, the lowest only shall be taken; but with regard to goods, an average rate.

4. The definitive settlement of the road-tolls for passengers and goods is then made according to the proportion obtained by reducing the persons or cwts. to unities, regard being had to the difference heretofore existing in the rates for the carriage of goods.

Section 31. The road-tolls are to be revised at stated periods, to be fixed by the council of trade for each railroad; the intervals not being shorter than three, or longer than ten years. The company may not advance the tolls, but they may reduce them. Both the tariff fixed for the entire period, and those alterations occurring in the interim, are to be publicly announced, and to be applicable equally to all goods and passengers conveyed, without distinction of persons undertaking the conveyance. If the new tariff contain an advance of the road-tolls, it cannot come into operation until six weeks after the public announcement.

Section 32. It is left to the company, after the settlement of the road-toll tariff, according to sections 29 and 30, to fix at their discretion the prices that they will charge, in addition to the toll, for the transport of goods or passengers; but they must not be calculated to yield a greater net profit than 10 per cent. on the capital invested in this part of their undertaking.

The company is bound:—

1. To communicate to the authorities, and to make publicly known their tariff of fares and freights, which cannot be subsequently raised without the consent of the council of trade; as likewise all alterations adopted in the rates of the tariff, and that, in case of an advance in any of them, six weeks before the alterations take effect; also,
2. To forward all goods delivered for that purpose that are not excluded by the police regulations, at the rates fixed, without distinction of persons interested.

Section 33. In case, after deducting the expenses of transport, including the annual investment fixed by the deed of settlement, with consent of the ministry, for the formation of a reserve fund, there shall have been, during the period last past, a net revenue arising from interest and profit exceeding 10 per cent. on the capital employed in the transport, the prices and fares must be so reduced that the net profit shall not exceed the said 10 per cent. If, however, the returns of the road tolls do not reach the maximum of 10 per cent. fixed in section 29, the revenue of the fares and freights may continue to exceed 10 per cent., so long as the two revenues taken together do not amount to more than 10 per cent. on the whole capital invested in the undertaking.

Section 34. In order to render practicable the observance of the regulations laid down in sections 29—32, the company is bound to keep strict accounts of every branch of its business, following herein the directions to be given by the council of trade.

Section 35. If disputes should arise between the company and private individuals on the application of the tariff of tolls or prices, the decision is vested in the authorities, with the right of appeal to the council of trade.

Section 36. The privileges of the government resulting from the royal prerogative of the post, namely, those of conveying persons and goods on stated days, between certain places, devolve upon the company so far as it is necessary to the objects of the railroads to relinquish those exclusive privileges; the post-administration being endowed at the same time with the right of making use of the railroads to forward letters and packets of post-size, under the following special regulations:

1. The company are bound to order their business, so far as its nature will permit, in due accordance with the wants of the post-administration.
2. They undertake the gratuitous transport of the letters, cash remittances, and all other parcels required by law to be transmitted through the post-office.
3. They undertake, further, the gratuitous transport of the post-waggons that may be necessary to forward the goods entrusted to the post-office.
4. Should the post-administration find it requisite to turn over travellers to the company to be conveyed, the company are bound to take them in preference to other persons, in that class of carriages which shall be appointed thereto, once for all, by the post-office, on payment of the customary fare for such carriages.
5. The company are bound to convey, gratuitously, all persons furnished with post-free passes, provided the latter perform a part only of their journey on the railroads, and the rest by the ordinary post-office conveyances.
6. If the regular service of the post-office be interrupted by any fault of the company, so that the post-administration is compelled to perform the duty, for a while, by other means, the company is bound to defray the expenses thereby incurred.

Section 37. If a competition be allowed on a railroad (section 27), the competitors are liable to the same duties towards the post-offices as the original projectors (section 36). The proper distribution of these burthens among the different parties concerned in this traffic is to be provided for on granting the licence.

Section 38. A duty is to be paid on railroads, which is to be graduated in proportion to the profits on the total subscribed capital, after deducting all the expenses of repair, the cost of carrying on the business, and the yearly sum to be appropriated to the reserved fund. The

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amount of this duty shall be determined when the second railroad that shall be licensed in our dominions has been in full operation for three years, and the necessary experience for fixing the same shall thereby have been acquired; until that period, the loss which the post-office revenue will evidently sustain through the railroads, is to be compensated for by the services to be performed by every company in its favour, according to the regulations in section 36.

Railroad companies are exempt from trade-tax.

Section 39. The proceeds of the reserved duty mentioned in section 38, shall be applied to no other purposes than to indemnify the state for the loss of revenue occasioned by the railroads, and the redemption of the capital employed in the undertaking. Respecting the mode of this appropriation we shall furnish our council of trade with special instructions.

Section 40. When the redemption is completed, the undertaking shall be so ordered, that the profits of the road tolls shall not exceed the cost of maintaining the railroad and the expenses of management.

Section 41. Should hereafter a competition be allowed in the carrying trade (section 27), a suitable duty will be imposed on the competitors likewise, and the necessary provisions made in the licence.

Section 42. The government reserves to itself the right of purchasing the property of the railroad, with all its appurtenances, on making full compensation.

Herein the following principles are to be acted upon, reserving all other amicable arrangements to be made.

1. The relinquishment cannot be demanded before the expiration of 30 years from the period of opening the railroad.
2. It can only be required to take place at a period when, according to section 31, a new settlement of the road tolls would have to be made.
3. The intention to require the surrender of the railroad must be notified to the company at least one year before the period appointed for such surrender.
4. The compensation to the company is to be made on the following principles:
   a. The government is to pay to the company 25 times the amount of the annual dividends which have been paid to the shareholders, on an average of the last five years.
   b. The government takes upon itself the passive debts of the company, which are to be defrayed out of the Royal Treasury, in the same manner as the company would have been bound to discharge them; on the other hand, all the company's active debts accrue to the Treasury.
   c. On fulfilment of the above conditions, not only does the property of the railroad and the inventory of the carrying trade, with all its appurtenances, pass over to the government, but the reserve fund accumulated by the company is likewise to be made over with the rest.
   d. Until the arrangement be made with the company on the foregoing principles, the shares paid off and the debts transferred, the company remain in possession of the road and its uses.

Section 43. The company can claim no compensation from government for the damages of war or demolition, whether proceeding from an enemy or happening in defence of the country.

Section 44. The construction of a second railroad by other capitalists, which would run near the first, in the same direction, and touching at the same principal points, shall not be permitted within 30 years from the opening of the said first road; other improvements, however, in the communication between these places and in the same directions, are not restricted.

Section 45. The company is bound, in obedience to the directions of the board of trade, to permit the junction of other railroad undertakings with their line, whether the newly projected road be in continuation, or meet at the side of theirs; and to allow the company so forming a junction to carry on their own traffic on the original road, even before the expiration of the period fixed in section 26. They must permit the requisite arrangements in building &c. to be made with this object by the said company, such as the laying a second track. The council of trade will, on granting the licence, settle everything relating to this point, as well as the mutual obligations of the two companies, and, especially, the compensations to be made in lieu of tolls before the expiration of the first three years. (See section 26).

Section 46. After our royal assent has been given (section 1) a permanent commissioner will be nominated to exercise the right of surveillance for the government, to whom the company is to apply in all references to the government. The commissioner is empowered to call meetings of the directors and to be present at them.

Section 47. The licence granted is declared to be forfeited, and the railroad, with all its means of transport and appurtenances, will be sold by auction, for account of the company, if the latter fail to comply with any one of the general or special regulations, and an order for such compliance within a limited period of, at least, three months, produce no effect.

Section 48. The provisions of the present law regarding the obligations of the railroad companies towards the state and the public shall be applicable likewise to those railroad companies, whose bye-laws have already received our assent.

Section 49. We reserve to ourselves, after further experience and as need may arise, to alter the regulations made in this law, to perfect them by general arrangements or future concessions, and according to circumstances to add thereto other entirely new provisions. Should we deem it necessary to impose the observance of these alterations, new regulations and

and provisions, upon the companies already licensed, or that may be licensed in conformity with this law, they must hold themselves subject to them. If, however, a diminution of receipts or an increase of expenditure be occasioned by new regulations, that are neither appointed nor reserved (section 38) in the present law, and as far as future companies are concerned, that are promulgated subsequently to the granting of their licenses, adequate compensation in money is to be made to them.

Given under our royal hand and seal,

Berlin, 3d November 1838. (L. S.) *Frederick William.*

Von Müffling. Von Kamptz. Mühler. Von Rochow. Von Nagler. Graf von Alvensleben.

Von Stülpnagel,
For the Minister at War.

Authenticated,
Düesberg.

Appendix, No. 5.

(No. 202.)—Chambre des Députés.—Session 1837.

EXPOSÉ des Motifs et Projet de Loi relatif au Chemin de Fer de *Lyon* à *Marseille*, présentés par M. le Ministre des Travaux Publics, de l'Agriculture, et du Commerce.

Séance du 8 *Mai* 1837.

Messieurs,

Parmi les communications les plus importantes de la France, celle de Lyon à Marseille peut être placée en première ligne, à raison des nombreuses relations commerciales qui existent entre ces deux villes; mais les deux voies qui établissent cette communication sont loin d'offrir au commerce la sécurité, l'économie et la célérité désirables.

Vous connaissez en effet, Messieurs, les difficultés nombreuses et les dangers que présente la navigation du Rhône; les bateaux qui remontent ce fleuve emploient de trente à trente-cinq jours, et quelquefois beaucoup plus, pour franchir la distance de Beaucaire à Lyon: en outre, à raison du peu de profondeur du fleuve en plusieurs points dans le temps de l'étiage, les bateaux ne peuvent marcher qu'avec de faibles charges; enfin la navigation est interrompue dans les hautes eaux et dans les mauvais temps. De là, résultent dans l'arrivage des marchandises qui se transportent par la voie fluviale des interruptions, des lenteurs et une incertitude extrêmement préjudiciables au commerce.

Ces circonstances expliquent comment la voie de terre, quoique plus coûteuse que la voie fluviale, est préférée pour le transport d'une grande partie des marchandises qui s'expédient de Marseille à Lyon: huit à neuf jours sont suffisants par cette voie pour effectuer le trajet qui sépare les deux villes. Mais l'énorme circulation que la route royale est appelée à supporter, en défonce les chaussées, et, malgré les soins les plus assidus et les sommes dépensées annuellement pour son entretien, on ne peut parvenir à y maintenir un bon état de viabilité: de là des difficultés nouvelles, des frais et des retards pour le roulage.

Cet état d'imperfection des voies de communication entre deux villes aussi importantes que Lyon et Marseille, a, depuis long-temps, fixé la sollicitude de l'Administration. Il y a quelques années déjà, elle avait fait étudier le projet d'un canal latéral au Rhône; mais avant de donner suite à ce projet, il convenait d'attendre les resultats de la navigation à la vapeur qui devait être essayée sur le fleuve. Un service de bateaux à vapeur a été en effet établi entre Lyon et Arles; mais il faut reconnaître que, malgré les perfectionnements qu'a reçus ce dernier mode de transport, son application à un fleuve aussi rapide que le Rhône, n'a encore abouti jusqu'à présent qu'à démontrer son insuffisance et la nécessité de recourir à d'autres moyens pour satisfaire aux besoins toujours croissants du commerce et de l'industrie.

Il aurait donc fallu revenir à la pensée de la construction d'un canal latéral, si les grands avantages obtenus dans des contrées voisines par l'emploi des chemins de fer, n'avaient dû porter l'attention du Gouvernement sur ceux que devait produire l'établissement d'une communication de cette nature dans la vallée du Rhône. Aussi dans le nombre des grandes lignes de chemin de fer, dont les études ont été ordonnées, l'Administration s'est-elle empressée de comprendre celle de Lyon à Marseille.

Le projet que nous venons placer aujourd'hui sous vos yeux, est le résultat des études qui ont eu lieu, et nous croyons inutile de vous les exposer ici avec détail; elles sont retracées dans un mémoire général qui vous sera incessamment distribué, et où vous trouverez, Messieurs, tous les renseignements propres à vous démontrer que rien n'a été négligé pour arriver à la meilleure solution du problême de l'établissement d'un chemin de fer entre Lyon et Marseille.

Il nous suffira de dire, en ce moment, que le tracé auquel nous nous sommes arrêtés, suit la rive gauche du Rhône: qu'il prend son origine dans la presqu'île Perrache où aboutit également le chemin de fer exécuté de Lyon à Saint-Étienne, et où l'on trouvera les emplacements nécessaires pour les magasins, entrepôts et autres établissements industriels que les besoins du chemin et du commerce pourraient nécessiter; à partir de la presqu'île Perrache, le chemin suit la direction de la première rue en aval du cours du Midi, et traverse le Rhône sur cet alignement: il se développe ensuite dans la plaine basse de la rive gauche du fleuve jusqu'au pied du coteau de Saint-Fond; après quoi il passe dans

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dans les plaines au dessous de Feysin, Salaize, Serezin, Ternay, Chasse, Seyssuel et Estressin, en se développant quelquefois au pied du coteau qui limite ces plaines, et en longeant le Rhône au passage des Rochers de Graboton, des Roches Piquées et des Roches de Seyssuel qui s'avancent jusqu'au fleuve. L'on arrive ainsi, après avoir traversé en coupure le seuil de Puissant-Dieu, à l'entrée de Vienne.

Au passage de cette ville, le chemin de fer est établi dans le lit du Rhône, parallèlement et extérieurement au mur qui soutient la route royale, et en passant ensuite au devant de la culée gauche du pont suspendu de Vienne, et sous ce pont dont on relève le tablier de 1 mètre 14 centimètres contre la culée pour avoir la hauteur nécessaire au passage des machines locomotives.

Arrivé à l'extrémité sud de Vienne, le tracé est établi successivement dans les plaines de l'Aiguille-du-Faux-Pavé et de Gerbays, et en longeant le Rhône au passage des Rochers-de-Marçon. L'on se retrouve de nouveau au bord du fleuve dans la traversée du coteau qui précède le village des Roches, et l'on vient passer dans la partie supérieure de ce village. Le tracé est ensuite disposé de manière à passer derrière Saint-Alban, puis dans la belle plaine basse du Péage, d'où il se dirige sur le plateau de Saint-Rambert en passant immédiatement contre le Rhône au-devant de ce village.

Après avoir traversé le plateau de Saint-Rambert, le tracé se développe dans la plaine basse du creux de la Thine, passe derrière Andancette, franchit le torrent du Bancel un peu au-dessous du Rocher d'Isard, traverse en ligne droite la plaine de Laveyron, et arrive enfin sur le digue de Saint-Vallier, après avoir contourné les Rochers-de-Sillon, et suivi le pied du coteau auquel vient s'attacher la tête de cette digue.

Au passage de Saint-Vallier, le chemin de fer est établi sur la digue qui borne le Rhône, et dont on remplace le perré par un mur, afin d'avoir la largeur nécessaire à l'établissement du chemin et à la conservation d'une voie de halage. L'on traverse ensuite la rivière de Galaure à son embouchure dans le Rhône; après quoi l'on s'établit sur la petite plaine de Saint-Vallier, puis au pied de la route royale, le long du fleuve dont on suit les contours en les rectifiant jusqu'au ravin des Bordas. Arrivé en ce point, le chemin de fer est placé sur une digue établie dans le lit du Rhône dont elle barre un des bras, et dirigée de manière à passer au devant et contre le village de Serves.

Après ce village, le tracé se développe dans la plaine qui se prolonge jusqu'au commencement des Rochers d'Aiguille, où l'on traverse la route royale sous un viaduc pour venir s'établir au pied de ces rochers derrière la route jusqu'à la plaine de Tains. Là on quitte cette route pour traverser la plaine à l'extrémite de laquelle on rencontre de nouveau, près de l'auberge de la Mule-Blanche, la route royale que l'on passe encore sous un viaduc. Le tracé se rapproche ensuite du Rhône pour venir contourer sur un digue, le long de ce fleuve, le pied du coteau Pailleret, et se diriger en ligne droite au travers de la plaine bas de Saint-Georges, et du plateau de la Roche de Glun jusqu'à la rivière de l'Isère, que l'on franchit à son embouchure dans le Rhône.

Après avoir traversé l'Isère et la plaine de Valence, le tracé arrive au pied du plateau sur lequel cette ville est bâtie, contourne les murs d'enceinte du bourg, passe au moyen d'un viaduc sous la rue et la place Pomperie, au pied de la côte des Chapeliers, et arrive sur la digue qui borne le Rhône le long et au derrière de laquelle on s'établit jusqu'à la basse ville que l'on traverse en ligne droite, ainsi que la prairie que l'on trouve à la suite. Le tracé gagne ensuite le plateau qui se prolonge jusqu'au delà de l'Oriol, et où il est établi sur de longs alignements au dessous de la route royale jusqu'à la Drôme, que l'on traverse à 1160 mètres en aval du pont de la route.

Après le passage de la Drôme, le tracé se replie en se rapprochant du Rhône pour venir contourner un coteau, traverser la plaine de Mirmande, et passer au dessous du Logis-Neuf, de la Concourde, de l'Aisne et de Derbières, dans l'espace resserré compris entre la route royale et le fleuve. Il traverse ensuite en ligne droite, la plaine de Montélimart, franchit la rivière torrentielle du Roubion, à environ 1130 mètres en aval du pont de la route, et arrive, après s'être développé dans la plaine qui précède le coteau de Châteauneuf, au pied de ce coteau que l'on contourne pour venir passer le long du Rhône, au devant des rochers de Malmouche, jusqu'à la prise d'eau du canal de Pierrelatte au Bec de Malmouche, où le chemin de fer est établi derrière le mur intérieur de ce canal jusqu'au robinet de Donzère.

Depuis le robinet de Donzère jusqu'à Piolenc, le tracé est établi au dessous et non loin de la route royale sur de beaux alignements, en passant auprès de Pierrelatte, la Palud, Mondragon et Mornas. Il traverse ensuite en ligne droite la plaine d'Aigues, vient passer au dessus du domaine de Lampourdier, et près de la maison des Arméniens, en contournant ou coupant le coteau que l'on trouve entre ces deux points; enfin, après avoir franchi la rivière de Louveze, à 950 mètres au-dessous du village de Sorgues, l'on arrive près du pont et sur la plaine d'Avignon que l'on traverse en ligne droite en passant un peu au dessus des murs de cette ville, pour venir franchir la Durance à environ 1,800 mètres en aval du pont suspendu de Rognonas.

Parvenu à la Durance, le tracé s'établit d'abord sur la plaine qui s'étend jusqu'à la mer en passant auprès de Graveson, de Tarascon et d'Arles; après quoi il traverse les marais qui sont au dessous de cette dernière ville pour venir joindre à Beyne le canal d'Arles à Bouc, et longe la levée gauche de ce canal jusqu'à la gare du plan d'Aren. Arrivé en ce point, il s'éloigne peu à peu du canal et remonte vers les Martigues pour venir traverser l'étang de Caronte, à environ 1,100 mètres au dessous de cette ville; il s'établit ensuite sur la plaine qui s'étend depuis les Martigues jusqu'aux Pennes, en passant sous Châteauneuf et au-dessus de Gignac; arrivé au hameau de Rebuty, il traverse, en ce point, la chaine de montagnes qui sépare le bassin de l'étang de Berre de celui de Marseille, au moyen d'un

souterrain

souterrain de 3,640 mètres de longueur, passant sous le hameau de la Nerthe, débouche dans le territoire de Séon, et, se développant dans la plaine de ce nom, vient traverser le contrefort de Saint-Louis et la route royale par un second souterrain de 616 mètres de longueur. Il arrive ainsi dans le vallon des Aigalades, et après s'être développé dans ce vallon, avoir passé de nouveau sous la route royale, au moyen d'un viaduc, et avoir traversé en souterrain sur 300 mètres de longueur un mamelon de rocher, il vient aboutir au bord de la mer dans l'anse de la Joliette.

Vous aurez pu remarquer, Messieurs, que le tracé dont nous venons de vous donner la description, ne passe pas par la ville d'Aix: vous pourriez vous étonner à juste titre que cette ville, l'ancienne capitale de la Provence, fût ainsi laissée en dehors de la grande communication de Lyon à Marseille; mais si nous avons adopté ce parti, ce n'est qu'après avoir acquis la conviction, par les études les plus approfondies, qu'il était impossible de diriger au travers des montagnes qui séparent Aix de Marseille, un chemin de fer dans des conditions compatibles avec l'intérêt général et la destination principale de ce chemin.

Nous n'aurions pas hésité à préférer cette direction, si elle n'eût offert que quelques difficultés d'exécution et quelques dépenses de plus que la première; mais comme nous l'avons déjà dit, les inconvénients qu'elle présente, sont tels que leur effet immédiat serait de renverser l'économie du projet, et de compromettre la majeure partie des avantages que doit procurer le chemin de fer; pour s'en convaincre, il suffit d'en retracer les principaux résultats.

Ce tracé serait plus long que le premier de 18,027 mètres 50 centimètres, plus de 4 lieues et demie, et cette différence jointe à l'augmentation de longueur de 15,091 mètres qui en résulterait pour l'embranchement destiné à rattacher Beaucaire à la ligne principale, et qu'il est indispensable d'exécuter, formerait un excédant total de 33,118 mètres 50 centimètres, ou de 8 lieues et demie.

La longueur des souterrains serait augmentée d'environ 3,000 mètres.

La hauteur à franchir excéderait de 176 mètres 23 centimètres celle dont il faut s'élever en suivant le premier tracé, et pour franchir cet excédant de hauteur, l'on ne pourrait éviter des pentes de $0^m,012$ et $0^m,010$ qui dépassent les limites dans lesquelles les machines locomotives peuvent être employées avec avantage, et qui sont dangereuses à la descente. Nous ajouterons, qu'indépendamment de ces pentes, le tracé en présenterait encore de $0^m,008$, de $0^m,00739$ et de $0^m,006$.

Enfin, la dépense des travaux, depuis la Durance jusqu'à Marseille, serait augmentée de plus de 9 millions.

Par toutes ces causes, l'augmentation des frais de transport serait, pour une tonne de marchandises, de plus de 5 fr., et pour un voyageur, de 3 fr., en supposant même que le mouvement, entre Aix et Marseille, produisît une augmentation annuelle de transport de 30,000 tonnes et de 36,500 voyageurs.

Il fallait donc de toute évidence, renoncer à faire passer par Aix, la ligne principale de Lyon à Marseille, et nous avons dû donner la préférence, sous tous les rapports, au tracé que nous avons précédemment décrit. Vous verrez, d'ailleurs, par les détails que nous donnerons dans le cours de cet exposé, que la Commission d'enquête a reconnu elle même et déclaré cette nécessité.

Nous croyons aussi pouvoir nous dispenser d'exposer ici les motifs qui ont déterminé le choix de la rive gauche du Rhône pour l'assiette du chemin projeté. Le mémoire spécial que vous sera distribué contient, à cet égard, des renseignements et des détails qui justifient pleinement le parti auquel nous avons cru devoir nous arrêter.

Le développement total du tracé présente une longueur de 346,600 mètres. (86 lieues et demie environ).

Il offre sur toute son étendue, une pente maximum de $0^m\,003$ par mètre, à l'exception toutefois de la pente de 5 millimètres adoptée au passage du souterrain de la Nerthe et à laquelle on a dû s'astreindre pour ne pas augmenter outre mesure la longueur de ce souterrain. Cette pente n'aura d'ailleurs aucune influence sur la charge qu'on pourra donner aux convois, en employant pour la franchir le secours d'une machine de renfort, puisqu'alors cette charge sera réglée d'après la plus forte pente de la partie du chemin comprise entre Lyon et les Martigues, que l'on a dit être de $0^m\,003$.

Le chemin de fer ne présente que des courbes dont le rayon est au moins égal à 500 mètres, et encore sera-t-il possible, sans de trop grandes dépenses, de réduire à quatre seulement le nombre des courbes de ce rayon. Le chemin devra d'ailleurs partout être établi avec deux voies et présenter un grand nombre de gares d'évitement pour permettre aux convois de se croiser.

Plusieurs embranchements ont été projetés dans l'intérêt du commerce et dans celui des centres de population éloignés du chemin de fer; mais parmi ces embranchements, il n'y en a que quatre que doivent être exécutés en même temps que la ligne principale dont ils font partie essentielle et qui, conséquemment, seront obligatoires.

Le premier est celui projeté dans le quartier des Broteaux à Lyon, et qui partant, de la plaine basse en face de la barrière Perrache, passe sous l'une des arches bouchées du pont de la Guillotière, et aboutit à l'avenue du pont Morand non loin de la place Louis XVI. Cet embranchement dont la longueur est de 4,070 mètres est réclamé, comme on le verra bientôt, par le conseil général et la Commission d'enquête du département du Rhône pour amener les marchandises sur un point plus rapproché du centre de la ville de Lyon et pour desservir la ville importante de la Guillotière.

Le second embranchement est destiné à l'arrivée des voyageurs à Marseille. Il a une longueur de 2,656 mètres, et aboutit à la place Pentagone, où l'on trouvera l'étendue de terrain

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terrain nécessaire pour l'établissement des bureaux, magasins, ateliers de réparations, et autres constructions que nécessitera l'exploitation du chemin de fer.

Le troisième embranchement projeté à Tarascon est destiné à recevoir et à faire arriver sur la ligne principale, les provenances du canal de Beaucaire ; il présente un développement de 2,310 mètres en y comprenant les courbes de raccordement, et aboutit au Rhône un peu au dessus de Tarascon.

Enfin, le quatrième embranchement est destiné à mettre en communication la ville d'Arles avec la ligne principale.

Les frais de cette grande opération en y comprenant l'intérêt des capitaux pendant la durée des travaux et le prix d'acquisition du matériel, sont évalués à 65 millions environ.

Mais en tenant compte de toutes les éventualités qui pourront se rencontrer dans le cours d'une aussi vaste entreprise, nous pensons qu'on peut, sans exagération, porter à 70 millions la dépense capitale de premier établissement du chemin de fer de Lyon à Marseille, avec les quatre embranchements que nous avons indiqués ci-dessus.

Les prix du tarif ont été calculés de manière à procurer tant à la remonte qu'à la descente, une économie très notable sur les frais actuels, non seulement par la voie de terre, mais aussi par la voie du Rhône.

Cette économie dans les dépenses n'est pas le seul bénéfice que le commerce retirera de cette nouvelle voie ; car le temps économisé dans les transports, a également une valeur d'une certaine importance pour plusieurs marchandises, et fort grande pour les voyageurs et surtout pour les négociants qui profiteront de cette voie rapide pour aller eux-mêmes régler leurs affaires et se livrer à des spéculations dont quelques heures de retard peuvent souvent compromettre le succès. Or la durée du trajet de Marseille à Lyon, qui pour les marchandises est, comme on l'a déjà dit, de 9 à 10 jours par le roulage et de 30 à 35 jours par le Rhône, ne sera que de 14 à 15 heures par le chemin de fer, et les voyageurs ne mettront que 10 heures à faire ce trajet qui leur demande dans ce moment de 36 à 48 heures.

Ainsi, sans chercher à assigner en argent la valeur de la rapidité que procurera la chemin de fer dans les transports, toujours est-il que cette rapidité, en permettant aux négociants de faire plus d'affaires dans un même temps, d'étendre davantage leurs spéculations, et de donner plus de développement à leur industrie, augmentera considérablement leurs bénéfices.

Le commerce trouvera de plus dans cette nouvelle voie, l'avantage de pouvoir faire arriver les marchandises à jour, et presque à heure fixe, sans crainte d'avarie ou d'infidélité de la part des voituriers, tandis que le transport par le Rhône offre, comme on l'a dit, par ses difficultés, ses retards et ses interruptions fréquentes, une incertitude fâcheuse dans l'arrivage des marchandises qui sont expédiées par cette voie.

Ainsi l'établissement d'un chemin de fer entre Lyon et Marseille, procurera au commerce, sous le rapport de l'économie, de la rapidité, de la sécurité et de la régularité dans les transports et dans l'arrivage des marchandises, des avantages que ne présentent pas les voies actuelles. Les relations commerciales entre ces deux villes ne pourront donc que prendre un grand accroissement par l'exécution de cette nouvelle voie de communication ; en conséquence, tout porte à croire que ce chemin de fer est parmi les grandes lignes de cette espèce qu'il est possible d'entreprendre en France, une de celles qui offrent le plus de chance de succès.

Le projet dont nous venons d'exposer les diverses parties a été soumis à l'examen du conseil général des ponts-et-chaussées qui en a trouvé toutes les parties parfaitement combinées, et y à donné son plein et entier assentiment.

Après avoir ainsi exposé, Messieurs, les dispositions principales et les principaux avantages du projet de chemin de fer de Lyon à Marseille, dont nous venons vous proposer l'exécution, nous devons vous faire connaître le résultat des enquêtes auxquelles il a été soumis, conformément à la loi du 7 Juillet 1833, dans chacun des départements traversés par le tracé, et qui font ressortir dans tout son jour la haute utilité publique de cette communication, et l'intérêt puissant que les localités attachent à son prompt établissement.

Département du Rhône.

Dans le départment du Rhône, les enquêtes n'ont donné lieu à aucune opposition ou réclamation contre l'établissement du chemin de fer, et la Chambre de Commerce de Lyon, le conseil général et la Commission d'enquête ont reconnu l'utilité publique de ce chemin et les immenses avantages qu'il doit procurer au pays et surtout à la ville de Lyon.

" Qui pourrait, en effet (dit la Chambre de Commerce), méconnaître qu'un établissement qui a pour objet de rendre les transports plus prompts et moins coûteux, qui offre tout à la fois économie de temps et de frais, et plus de sécurité pour les marchandises sujettes à déchet, avarie ou dépérissement, qui, en rapprochant les distances par la facilité de les franchir rapidement et à peu de frais, permet aux populations éloignées les unes des autres de se voir fréquemment et de multiplier leurs rapports sociaux et commerciaux, qui pourrait (dit-elle) méconnaître qu'un pareil établissement est un véritable bienfait !"

La Chambre de Commerce examinant ensuite les chiffres des quantités de transports qui ont servi de base à l'évaluation approximative des produits du chemin de fer, reconnaît que ces quantités sont au dessous de celles qui, dans ce moment, sont transportées, soit par le roulage, soit par la voie du Rhône ; qu'il n'y a nul doute que l'établissement de cette nouvelle voie amènera une très grande augmentation dans les quantités de marchandises et surtout dans le nombre des voyageurs à transporter, et que cet accroissement serait encore plus considérable s'il était possible de diminuer quelques prix du tarif ; cette Chambre, ainsi que la Commission

Commission d'enquête, insistent, d'ailleurs, pour que le chemin de fer soit placé, ainsi qu'il a été projeté, sur la rive gauche du Rhône qui lui paraît, sous tous les rapports, préférable à la rive droite.

Enfin, le conseil général et la Commission d'enquête demandent expressément que l'embranchement projeté dans le quartier des Broteaux et aboutissant non loin de la place Louis XVI, au moyen duquel les marchandises seront amenées sur un point plus rapproché du centre de la ville de Lyon, soit exécuté en même temps que la ligne principale, et qu'on en fasse une condition expresse dans le cahier des charges de la concession.

Ils terminent en exprimant le vœu que le Gouvernement intervienne poor amener l'exécution de ce chemin de fer, soit par une large subvention, soit en prenant lui-même l'initiative de l'établissement de cette nouvelle voie, soit par tout autre moyen efficace, dans le cas où les compagnies reculeraient devant les dépenses que doit entraîner cette entreprise.

Département de L'Isère.

Dans ce département, que le chemin projeté ne traverse que sur la lisière, le long du Rhône, la plupart des conseils et assemblées appelées par les réglements à exprimer leur opinion, appartenant à des arrondissements éloignés de la ligne des travaux, on pouvait croire que l'utilité n'en serait pas convenablement appréciée par eux: c'est en effet ce qui a eu lieu.

La chambre consultative, tout en reconnaissant l'utilité du chemin de fer projeté comme grande voie de communication entre deux villes aussi importantes que Lyon et Marseille, pense que cette nouvelle voie serait inutile ou même nuisible à l'arrondissement de Grenoble, parce que, d'un côté, elle n'amènerait pas de diminution dans les prix de transport pour cet arrondissement qui, dès lors, n'a pas d'intérêt à la construction de ce chemin, et parce que, de l'autre, cette nouvelle voie s'emparerait des transports qui, de Marseille à Strasbourg, auraient pris la route de la Croix-Haute, ce qui rendrait à peu près inutile cette dernière communication, et ferait perdre à Grenoble l'entrepôt et le passage de ces transports.

Quant à la commission d'enquête, on peut résumer comme il suit les considérations qu'elle présente relativement à l'établissement du chemin de fer projeté:

1°. Par suite de l'exécution de cette nouvelle voie, les produits du midi et des départements voisins, viendront avec avantage concourir avec ceux du département de l'Isère dans les grands centres de consommation.

2°. Les prix de transport des produits naturels ou des produits manufacturés qui descendent dans le midi augmenteront, si le chemin de fer, venant à anéantir la navigation du Rhône, l'on est obligé de se servir de cette nouvelle voie pour la descente.

3°. L'établissement du chemin de fer devant amener la suppression du roulage et de la navigation et par suite celles des industries qui s'y rattachent, il en résultera une diminution considérable dans les consommations de tous genres qui se font dans les parties du département traversées par les voies actuelles.

4°. Le chemin enlevera les transports qui, de Marseille à Strasbourg, auraient pris la route passant par la Croix-Haute et traversant le centre du département de l'Isère.

5°. Les retours du grand roulage de Marseille à Lyon font obtenir au commerce de l'intérieur du département de l'Isère et surtout à celui de Grenoble, une diminution dans les prix de transport qui cessera avec ce roulage par la construction du chemin de fer.

6°. Enfin, le commerce de commission qui existe entre Lyon et Marseille, tombera dès l'instant où Lyon sera devenu l'entrepôt général des provenances du midi.

Par tous ces motifs, la commission d'enquête est d'avis qu'il n'y a pas lieu d'exécuter le chemin de fer projeté de Lyon à Marseille.

Cependant, dans le cas où, dans l'intérêt général, le Gouvernement croirait utile d'ordonner ou d'autoriser l'exécution de projet de ce chemin, alors la Commission demande: 1° que le tracé sur la rive gauche, tel qu'il est proposé, soit préféré et qu'un embranchement de Grenoble à Valence par le bassin de l'Isère vienne ultérieurement dédommager le département de l'Isère des pertes que lui aura causées l'établissement du chemin de fer; 2° que le tarif soit établi de manière que le transport du nord au midi conserve les avantages dont il jouit actuellement, et que ce tariff soit révisé au moins tous les 20 ans, pour recevoir les modifications que le temps ou les circonstances auraient rendues nécessaires.

Enfin, après avoir pris connaissance des réclamations consignées par quelques propriétaires au registre d'enquête ouvert dans la sous-préfecture de Vienne, la Commission a considéré que ces réclamations n'avaient pour objet que des intérêts privés dont elle n'était pas appelée à s'occuper, et qui pourraient se faire entendre plus tard lors de l'accomplissement des formalités déterminées par le titre 2 de la loi du 7 Juillet 1833; toutefois, elle a pensé que celle des propriétaires de la plaine d'Estrefrin qui demandent que le chemin de fer au lieu de traverser cette plaine, soit rejeté sur le bord du Rhône devait être prise en considération, et que cette disposition devait être adoptée partout où elle ne serait pas incompatible avec les règles de l'art et les intérêts de l'entreprise.

Le conseil général de l'Isère, n'a d'ailleurs émis dans sa dernière session, aucune opinion sur la question du chemin de fer, et le préfet du département se borne à annoncer qu'il n'a point d'observations personnelles à ajouter à celles de la Commission d'enquête.

Département de la Drome.

Dans ce département, le conseil général et la Commission d'enquête ont reconnu l'utilité générale et départementale du chemin de fer de Lyon à Marseille, en exposant que si

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l'établissement " de cette nouvelle voie déplace quelques intérêts, et jette la perturbation dans quelques industries, ces inconvénients ne seront que partiels, que les communes traversées trouveront d'amples dédommagements dans les capitaux considérables que la construction et l'entretien du chemin de fer répandront dans ces localités, qu'elles jouiront comme les autres parties du département, et plus immédiatement qu'elles, des avantages que présente une communication prompte, facile et toujours assurée, qu'il s'y formera de grands entrepôts, et qu'un mouvement plus général imprimé aux relations d'un pays à l'autre et à toutes les branches du commerce et de l'industrie, viendra bientôt accroître la richesse de ces contrées, et y augmenter la valeur de la propriété foncière, comme cela se voit maintenant partout où il existe des chemins de fer."

Passant ensuite à l'examen du tracé, la Commission reconnaît qu'il concilie, autant que possible, les intérêts généraux et particuliers, et qu'elle ne peut surtout que donner son approbation aux directions adoptées pour le passage de Valence et pour celui de Serves.

En ce qui concerne le tarif des droits à percevoir sur le chemin de fer, la Commission, tout en reconnaissant qu'il est établi sur des bases équitables, désirerait cependant que dans l'intérêt de la classe pauvre et de l'industrie, le sel marin fût placé dans la catégorie la plus favorisée.

Enfin, la Commission exprime le vœu que les moyens actuels de transport et de communication, et particulièrement les chemins de halage soient soigneusement conservés, que la concession du chemin de fer soit donnée avec publicité et concurrence, qu'elle ne soit pas perpétuelle, et que tout monopole en soit écarté.

Département de Vaucluse.

Le conseil municipal et la Chambre de Commerce d'Avignon ont donné des avis favorables pour l'établissement du chemin de fer, à la condition toutefois que le monopole des transports sur ce chemin, ne soit dévolu à aucune compagnie.

Le conseil municipal et la chambre consultative des arts et manufactures d'Orange ont été également favorables à la construction de cette nouvelle voie, en exprimant le désir qu'on la rapproche le plus possible de la ville; enfin la Commission d'enquête dont le conseil général se borne à adopter l'opinion, " considérant que les avantages que le chemin de fer doit procurer aux localités qu'il traversera sont trop évidents, pour faire l'objet d'un moindre doute; que l'agriculture et le commerce trouveront un nouveau développement dans la célérité des transports qui s'opéreront par cette nouvelle voie," a été d'avis, à l'unanimité, qu'il y avait utilité publique à établir ce chemin suivant le tracé projeté sur la rive gauche du Rhône.

Cette Commission repousse également tout monopole, et donne son adhésion au tarif proposé dont les prix sont moins élevés que ceux que l'on paye dans ce moment tant par la voie de terre que par la navigation du Rhône, en exprimant le vœu que l'Administration se réserve le droit de reviser ce tarif et le réglement sur les transports tous les 25 ans, et que les prix soient établis de telle sorte que les bénéfices du concessionnaire n'excèdent pas 10 pour cent.

Enfin la Commission désire que, " pour assurer la bonne exécution des travaux, l'État se charge de la confection du chemin ou que du moins il prenne une portion notable des actions, et que, dans cette dernière hypothèse, l'État n'intervienne dans le partage du dividende que lorsque les actionnaires auront retiré 5 pour cent de leurs mises."

Département des Bouches-du-Rhône.

Parmi les départements traversés par le chemin de fer, aucun n'est plus intéressé que celui des Bouches-du-Rhône à l'exécution de cette nouvelle voie qui doit encore accroître la grande prospérité dont la ville de Marseille jouit déjà. Aussi le conseil municipal et la Chambre de Commerce de cette ville, le conseil général et la Commission d'enquête du département se sont-ils empressés de se prononcer pour le prompt établissement de ce chemin, et de donner leur assentiment au tracé proposé, tout en regrettant que les difficultés que présente le terrain dans la direction de la ville d'Aix n'aient pas permis de faire passer le chemin de fer sous les murs de cette ancienne capitale de la Provence.

Nous ne croyons pouvoir mieux faire que de reproduire ici les principaux passages du procès-verbal si remarquable de la Commission d'enquête où sont exposées des considérations du plus haut intérêt.

" L'utilité publique du projet du chemin de fer proposé, n'a pas un seul moment paru douteuse aux yeux de la Commission.

" Ouvrir une grande voie de communication, c'est toujours créer une source nouvelle de prospérité pour le pays qu'elle est destinée à desservir.

" L'établissement des grandes routes en France et en Angleterre dans le dix-septième siècle produisit les plus heureux effets pour l'agriculture, le commerce et l'industrie; or, si tel a été le résultat de l'établissement des voies ordinaires reconnues si imparfaites aujourd'hui, que ne doit-on pas attendre de la création projetée de grandes lignes de chemin de fer.

" L'Angleterre et les États-Unis d'Amérique qui ont accueilli les premiers ces puissants moyens de communication, en recueillent déjà les fruits.

" La Belgique, l'Allemagne, l'Autriche, l'Italie même ont commencé à marcher sur leurs traces ou se disposent à les suivre.

" En France, nous n'avons vu encore que des essais en ce genre; mais de grandes études ont été faites, des traces ont été proposés dans toutes les directions.

" Au milieu de tant de projets dont le but est d'imprimer aux cités les plus importantes un mouvement commercial plus animé, comment Marseille pourrait-elle être laissée à l'ecart:

l'écart: ne serait-ce point l'exposer évidemment à voir passer à d'autres villes le commerce précieux qu'elle fait avec la Suisse, l'Allemagne et le Nord de la France?

"Trois grandes places de commerce font, à cet égard, une concurrence redoubtable à Marseille: le Havre, Anvers et Trieste.

"De ces trois places rivales, l'une a été dotée d'un chemin de fer; tout annonce que les deux autres ne tarderont pas à en être pourvues. Or, s'il en doit être ainsi, n'y aurait-il pas danger à ce que Marseille fût seule déshéritée des avantages que lui procurerait le perfectionnement de ses voies de transport?

"Une seule observation fera pressentir de quel intérêt serait pour elle l'amélioration proposée.

"Les cotons de l'Égypte et du Levant arrivent par Trieste à Zurich et en Allemagne, à bien meilleur marché que par Marseille, et sans les douanes qui prohibent l'entrée de cette denrée en France par la voie de terre, tous les manufacturiers de l'Alsace préfereraient le tirer de Trieste par la voie de Zurich que de Marseille.

"Le contraire arriverait si le chemin de fer de Marseille à Lyon existait, la vallée du Rhône étant plus favorable que toute autre voie pour arriver en Alsace et en Allemagne.

"Marseille est non-seulement le chef-lieu du Midi, mais il est encore le centre du commerce de la Méditerranée. Ses relations avec le Levant et l'Égypte, l'Amérique et les Indes, sont immenses; elle en a lié de plus récentes avec Odessa et Trieste, et sa position en fait naturellement le nœud entre la métropole et cette belle colonie d'Alger appelée à prendre dans un avenir prochain un très grand développement.

"Par une conséquence naturelle de ces faits, Marseille est l'une des artères qui répandent au sein du royaume le plus de vie. Ses douanes plus productives que celles du Havre en font foi.

"Il est donc vrai de dire que sa prospérité est, dans toute la force du terme, une richesse nationale; la France toute entière est intéressée à ce que les sources n'en tarissent pas, et, sous ce rapport, comme sous tant d'autres, on ne concevrait point que Marseille fût rejetée dans une condition inférieure à celle des principales villes commerçantes, par la privation où elle se trouverait des moyens de communiquer plus rapidement les ressources qu'elle reçoit de toutes parts.

"Considéré de ce point de vue général, on peut donc affirmer que le projet de chemin de fer de Marseille à Lyon n'est pas seulement d'utilité, mais de nécessité publique, s'il est permis de parler ainsi."

Après ces considérations générales, la commission compare les prix du tarif proposé pour le chemin de fer avec ceux que l'on paie par les voies actuelles, et fait voir le bénéfice et les avantages que le commerce trouvera à se servir de cette nouvelle voie, ce qui la porte à croire que toutes, ou du moins presque toutes les marchandises, useront par préférence de cette voie perfectionnée, et que l'on pourra compter pour alimenter le chemin de fer non-seulement sur le mouvement qui a lieu présentement par les voies ordinaires, mais sur un mouvement toujours croissant; elle est donc convaincue que les chiffres des quantités de transports qui ont servi de base à l'évaluation des produits du chemin sont beaucoup trop faibles, puisqu'ils sont même au dessous de la réalité de ce qui se transporte dans ce moment.

La Commission ajoute ensuite que les importations et les exportations devenant plus considérables par suite de l'établissement du chemin de fer, il en résulterait une augmentation notable dans les produits de certains impôts qui amèneraient au Trésor des recettes plus abondantes: "Les malles-postes, dit-elle, pourraient être portées par la voie de fer, ce qui diminuerait les frais de courriers; l'on pourrait même s'en servir pour le transport des troupes, de manière à économiser la majeure partie des dépenses qu'occasionne leur déplacement, en même temps qu'on éviterait aux citoyens les embarras que leur fait éprouver le logement des militaires. Enfin, tous les intérêts publics ressentiraient nécessairement l'effet d'une réaction salutaire imprimée par l'exécution d'un projet qui ouvrirait à l'industrie, au commerce et aux arts une sphère toute nouvelle, d'où jaillirait certainement, dans un avenir prochain, un développement prodigieux de richesse nationale.

"Il y aurait donc tout à la fois bénéfice pour les particuliers, bénéfice pour le Gouvernement, bénéfice pour tous les intérêts publics.

"Sans doute, au milieu de ces grandes mutations, quelques intérêts privés pourraient subir quelques froissements, mais on a la confiance qu'ils ne seraient soumis qu'à un déplacement pur et simple, ou à une modification qui leur permettrait de profiter du nouvel état de choses.

"Parmi les industriels dont la profession s'exerce dans le voisinage des routes actuelles, les uns, plus intelligents, se porteraient peu à peu sur les lieux où ils seraient appelés par une nouvelle activité commerciale; les autres resteraient où ils sont pour exploiter leur industrie avec moins de concurrence, et le bien s'opérerait, le progrès se ferait jour, l'avantage que la société en définitive devrait éprouver se répartirait entre tous les citoyens, sans secousse nuisible, et sans que le mal de quelques-unes contrastât avec le bien général.

"Il est donc vrai de dire que, sous tous les rapports pris dans l'ensemble ou discutés dans les détails, le projet de chemin de fer de Marseille à Lyon se présente avec un caractère frappant d'utilité publique."

Passant ensuite à l'examen du tracé, la Commission d'enquête reconnaît que l'intérêt militaire est fort peu engagé dans la question de l'établissement du chemin de fer sur l'une ou l'autre rive du Rhône, et que c'est uniquement aux intérêts commerciaux et industriels qu'il est naturel de subordonner la préférence à accorder à l'une des deux rives; que la question placée sur ce terrain n'a plus rien de problématique, et qu'on doit alors préférer,

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comme on l'a fait, la rive gauche à la droite, puisqu'il en résultera moins de difficultés et de dépenses dans l'établissement du chemin, un tracé bien superieur et plus court, et que l'on satisfait complètement aux habitudes, aux intérêts et aux besoins du commerce et de l'industrie. Il a donc paru à la Commission qu'il était indispensable de conserver au chemin de fer la direction qui lui a été donnée sur la rive gauche du Rhône.

L'importance de la ville d'Aix et le grand intérêt qu'il y aurait eu à traverser le bassin houiller de Fuveau pour faciliter le transport des lignites qui se trouvent, ont dû également attirer les méditations particulières de la Commission sur la modification réclamée vivement par diverses communes du departement des Bouches-du-Rhône. Cette modification aurait pour objet, au lieu de faire passer le chemin de fer par Arles et les Martigues, de le diriger sur Salon, Aix, Fuveau, la vallée de l'Huveaune, et de le faire arriver à Marseille dans l'anse des Catalans.

"Malheureusement, dit la Commission, nous nous sommes convaincus que des obstacles invincibles s'opposaient à ce qu'on accomplît le vœu manifesté à cet égard par les conseils municipaux d'Aix, de Roquevaire, de Fuveau et de Peynier. Ces obstacles consistent dans des inconvénients si graves, qu'ils auraient pour effet de renverser toute l'économie du projet. Il faut donc, malgré le désir qu'on aurait de placer sur la ligne du chemin projeté, l'ancienne capitale de la Provence et le bassin de Fuveau, plier devant la nécessité qui commande d'employer préférablement la voie la plus courte, la plus économique et la plus sûre, et se reposer sur la spéculation particulière du soin de rattacher à cette voie par des embranchements, les localités telles qu'Aix et le bassin de Fuveau qu'on aurait été obligé de laisser à l'écart."

Enfin la Commission termine son travail par quelques observations sur le mode d'exécution du chemin de fer projeté. Elle espère que le capital nécessaire pour la réalisation de cette entreprise étant garanti par un revenu à peu près assuré, il se présentera une Compagnie pour en solliciter la concession; mais, s'il en était autrement, elle pense que le Gouvernement devrait lui-même prendre l'initiative, et, au besoin, se charger lui-même de l'exécution de cette entreprise à l'aide d'un emprunt, au lieu de condamner des départements entiers, et des plus importants, à la privation d'un ouvrage aussi essentiellement utile. "On entrerait ainsi, dit la Commission, dans une carrière plus convenable que celle où l'on s'est engagé par les diverses concessions qui ont eu lieu jusqu'à ce jour." Elle ajoute ensuite que, quoi qu'il en soit et quel que puisse être d'ailleurs le moyen employé, le Gouvernement ne saurait se dispenser de faciliter l'exécution du chemin de fer de Marseille à Lyon. L'intérêt général comme celui des localités le réclament indispensablement. En conséquence, la commission, en donnant son approbation au projet présenté, émet le vœu qu'il soit exécuté dans le plus bref délai.

Après les considérations qui précèdent, nous pourrions, Messieurs, nous dispenser de rien ajouter pour vous démontrer la haute utilité pour le pays de l'établissement du chemin de fer de Lyon à Marseille, si une circonstance nouvelle n'était venue tout récemment rehausser encore cette utilité. Il paraît certain qu'une compagnie s'organise dans les États autrichiens pour l'exécution d'un chemin fer de Venise à Milan, qui offrirait aux produits du Levant une voie rapide et économique vers la Suisse et le centre de l'Allemagne. Ce chemin une fois exécuté, à l'instant même, suivant du moins toutes les probabilités, la France est déshéritée de cet immense commerce de transit, qui se fait maintenant sur son territoire, depuis les ports de la Méditerranée jusqu'au centre de la Suisse et de l'Allemagne. Il est impossible que nous nous laissions enlever, en quelque sorte volontairement, un avantage dont nous sommes en possession depuis des siècles, et qui exerce une si grande influence sur la prospérité du pays. Disons-le donc, avec les Chambres de Commerce de Lyon et de Marseille, le chemin de fer destiné à réunir ces deux villes, est aujourd'hui une nécessité, et cette nécessité, il faut l'accomplir immédiatement. Nous venons, Messieurs, vous proposer les moyens d'y parvenir: il nous paraît toutefois impossible d'espérer que l'industrie particulière puisse se charger seule de l'exécution d'une aussi vaste entreprise. Il est nécessaire que l'État y contribue, soit en accordant une subvention plus ou moins forte à la compagnie qui se chargera de l'exécuter, soit en garantissant à cette compagnie pendant un certain nombre d'années l'intérêt de ses capitaux. C'est ce dernier parti que nous venons vous proposer d'adopter, comme celui qui nous paraît offrir le plus de chances de succès. Le chemin de fer de Lyon à Marseille doit parcourir des pays où les capitaux n'abordent encore que timidement les grandes entreprises d'intérêt public: il faut les y appeler, il faut les y attirer en leur donnant de la sécurité. La garantie d'un minimum d'intérêt pendant un temps limité est, à nos yeux, le plus sûr moyen d'obtenir un résultat aussi désirable.

Le système d'une garantie d'intérêt a d'ailleurs des avantages spéciaux qu'on ne saurait méconnaître. L'État, dans ce système, ne commence à payer l'intérêt des sommes engagées dans l'opération, ou plutôt à fournir le complément de la somme nécessaire au paiement de cet intérêt, qu'après l'achèvement des travaux; ainsi c'est lorsque les travaux sont terminés, c'est après que ces travaux ont fourni pendant plusieurs années des moyens d'existence aux classes indigentes, et des moyens de fortune aux nombreuses industries qui viennent y prendre part, c'est lorsque l'ouverture de la communication nouvelle a commencé à féconder la province qu'elle traverse, c'est lorsque le mouvement imprimé à l'agriculture, au commerce et à l'industrie, a déjà multiplié tous les genres de production et de consommation, et ouvert ainsi pour le Trésor de nouvelles sources de revenus, qui chaque jour deviendront plus abondantes, c'est alors seulement que commenceront les sacrifices éventuels que l'État peut avoir à s'imposer.

Le maximum de l'interêt est fixé à 4 pour cent., et la durée de la garantie n'excédera pas trente

trente ans. Nous réservons, en outre, au Gouvernement le droit de reviser le tarif, et de racheter la concession à toute époque, après les trente premières années qui suivront l'achèvement de l'enterprise.

Le cahier des charges contient, d'ailleurs, relativement au service des dépêches, au transport des militaires et du matériel de la guerre, les dispositions que nous avons insérées dans le cahier de charges relatif au chemin de fer de Paris à Lille et en Belgique. Let sacrifices de l'État ne resteront donc pas sans compensation, et indépendamment des avantages indirects que nous avons déjà signalés, le Gouvernement obtiendra des économies importantes dans les divers services publics que concernent les clauses dont nous venons de parler.

Tels sont, Messieurs, les motifs principaux du projet de loi que Sa Majesté nous a donné l'ordre de présenter à vos délibérations. Nous espérons qu'il obtiendra votre assentiment, et que vous serez frappés comme nous des importants résultats qu'il est destiné à réaliser. Il y a quelque jours, nous vous avons proposé de doter Bordeaux d'un canal. Nous vous proposons aujourd'hui de doter Marseille d'un chemin de fer: les deux grandes cités du midi de la France recevront ainsi des marques égales de votre sollicitude éclairée.

Voici, Messieurs, la teneur du projet de loi.

Projet de Loi.

Article premier. Le Gouvernement est autorisé à procéder, par la voie de la publicité et de la concurrence, à la concession du chemin de fer de Lyon à Marseille, conformément aux clauses et conditions du cahier des charges annexé a la présente loi.

M. Legrand, conseiller d'Etat, chargé de soutenir la discussion.

Art. 2. La durée de la concession n'excédera pas quatre-vingt-dix-neuf ans; le rabais de l'adjudication portera sur cette durée.

Art. 3. Le Gouvernement s'engage, pendant le laps de trente années, à dater du jour où le chemin de fer sera terminé et livré à la circulation, à garantir à la compagnie concessionaire un minimum d'intérêt de 4 pour 100.

Le capital, auquel s'appliquera cette garantie, se composera du prix des travaux, de l'intérêt de ce prix pendant la durée des travaux à 4 pour 100 au plus, ainsi que des frais de direction et d'administration, sans pouvoir, en aucun cas, excéder le chiffre de soixante-dix millions.

Un réglement d'administration publique déterminera les formes suivant lesquelles la compagnie sera tenue de justifier, vis-à-vis du Gouvernement, de ses dépenses et de ses recettes.

Art. 4. A l'expiration de la garantie stipulée à l'article précédent, et au bout de chaque période de quinze années, à dater de cette expiration ,le tarif pourra être révisé; et s'il est reconnu que le dividende moyen des quinze dernières années a excédé 10 pour 100 du capital primitif de l'action, le tarif sera réduit dans la proportion de l'excédant.

Art. 5. A toute époque, à dater de l'expiration du délai de garantie stipulé en l'Art. 2, le Gouvernement aura la faculté de racheter la concession entière du chemin de fer de Lyon à Marseille. Ce rachat aura lieu au taux moyen du cours des actions pendant les trois dernières années qui précéderont celle où le Gouvernement se décidera à faire usage de la faculté que lui confère le présent article.

Le paiement du prix du rachat sera préalable à la prise de possession du chemin de fer par le Gouvernement.

Art. 6. Des réglements d'administration publique, préparés de concert avec la compagnie, ou du moins après l'avoir entendue, détermineront les mesures et les dispositions nécessaires pour assurer la police, la sûreté, l'usage et la conservation du chemin de fer et des ouvrages qui en dépendent. Les dépenses qu'entraînera l'exécution de ces mesures et de ces dispositions, resteront à la charge de la compagnie.

La compagnie sera autorisée à faire, sous l'approbation de l'Administration, les réglements qu'elle jugera utiles pour le service et exploitation du chemin de fer.

Annexe au No. 202.

Cahier de Charges pour l'Établissement d'un Chemin de Fer de *Lyon* à *Marseille*.

Article premier. La compagnie s'engage à exécuter à ses frais, risques et périls, et à terminer dans le délai de huit années, au plus tard, à dater de l'homologation de l'adjudication, ou plus tôt si faire se peut, tous les travaux nécessaires à l'établissement et à la confection d'un chemin de fer de Lyon à Marseille, avec les embranchements ci-dessous définis, et de manière que ce chemin soit praticable dans toutes ses parties, à l'expiration du délai ci-dessus fixé.

Art. 2. Le chemin de fer aura son origine à Lyon, dans la presqu'île Perrache; il traversera cette presqu'île et le Rhône, dans la direction de la première rue en aval du cours du Midi, et se développera après le passage du fleuve dans la plaine basse sur la rive gauche jusqu'au coteau de Saint-Fond. Il passera ensuite dans les plaines au-dessous de

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Feysin, Solaize, Seresin, Ternay, Chasse, Seyssuel et Estressin, en longeant le Rhône au passage des rochers qui, sur quelques points, s'avancent jusqu'au fleuve, et arrivera à Vienne, après avoir traversé le seuil de Puissant-Dieu.

Au passage de Vienne, le chemin sera établi dans le lit du Rhône, extérieurement et parallèlement au mur qui soutient la route royale No. 7, puis il sera dirigé, toujours dans le lit du fleuve, au-devant de la culée gauche du pont suspendu de Vienne. Il traversera ensuite les plaines d'Aiguille, du Faux-Pavé et de Gerbays, en longeant le Rhône au passage des Rochers-de-Marçon; après quoi, il passera dans la partie supérieure du village des Roches, derrière Saint-Alban, au-dessous de Saint-Maurice, et, après avoir traversé la plaine Basse du Péage et celle du Dolon, se dirigera sur le plateau de Saint-Rambert, en passant immédiatement contre le Rhône au-devant de ce village.

Après avoir traversé le plateau de Saint-Rambert, le chemin de fer se développera dans la plaine de Creux de la Thine, passera derrière Andancette, franchira le torrent de Bancel au-dessus du Rocher d'Issard, traversera la plaine de Laveyron, et arrivera sur la digue de Saint-Vallier, après avoir contourné les rochers de Sillon.

Au passage de Saint-Vallier, le chemin sera établi sur la digue qui borde le Rhône et dont le perré sera remplacé par un mur, pour avoir la largeur nécessaire à l'établissement de la voie de fer et du chemin de halage; il franchira ensuite la rivière de Galaure à son embouchure, traversera la plaine à la suite, se développera au-dessous de la route royale No. 7 en longeant le Rhône, et sera enfin établi dans le lit du fleuve sur une digue pour venir passer au-devant du village de Serves.

Après ce village, le chemin traversera la plaine d'Erome et de Gervand, longera la route royale No. 7 au pied des rochers de Pierre-Aiguille, passera dans la plaine de Tain pour venir gagner le pied du Cap Pailleret et se diriger de là, en traversant la plaine de Saint-Georges et le plateau de Glun, vers l'embouchure de l'Isère où le chemin de fer franchira cette rivière. Il traversera ensuite la plaine qui précède la ville de Valence, et, après avoir passé dans la partie basse de cette ville, au bord du Rhône, il se rapprochera de la route royale au-dessous de laquelle il sera dirigé pour venir franchir la Drôme en aval du pont existant sur cette route.

Le chemin de fer se repliera ensuite pour se rapprocher du Rhône, traversera la plaine de Mirmande, passera au-dessous du Logis-Neuf, de la Concourde, de Laine et de Derbières, au-dessous et dans la plaine de Montélimart, et franchira le Roubion en aval du pont de la route royale; après quoi il sera établi dans la plaine qui précède le coteau de Châteauneuf, au pied duquel il se développera pour venir ensuite longer le Rhône au-devant des Rochers-de-Malmouche jusqu'à la prise d'eau du canal de Pierrelatte, et s'établir depuis ce point jusqu'au Robinet de Douzere le long de ce canal du côté de la montagne.

Après le Robinet de Douzere, le chemin de fer se rapprochera de la route royale No. 7, au-dessous de laquelle il sera établi dans la plaine, en passant auprès de Pierrelatte, de la Palud, de Montdragon, de Mornas et de Piolenc; il traversera ensuite la plaine d'Orange, passera près du domaine de Lampourdier et de la Maison des Arméniens, franchira la rivière de l'Ouvèze, entre son embouchure et le village de Sorgues, passera près du Pontet, un peu au-dessus des murs d'Avignon, et viendra traverser la Durance à environ 1,800 mètres en aval du pont suspendu de Rognonas.

Après le passage de la Durance, le chemin de fer sera dirigé dans la plaine, de manière à passer près de Graveson, de Tarascon et d'Arles; après quoi, il traversera les marais qui sont au-dessous de cette dernière ville pour venir joindre à Beyne le canal de Bouc, et s'établir sur la levée gauche de ce canal jusqu'à la gare du plan d'Aren. Le chemin s'éloignera ensuite du canal, en se dirigeant vers les Martigues pour venir traverser l'étang de Caronte à environ 1,100 mètres au-dessous de cette ville. Il sera ensuite établi sur la plaine qui longe l'étang de Berre, en passant sous Châteauneuf et au-dessus de Gignac, et entrera en souterrain dans le vallon de la Cloche, pour traverser la chaine de montagnes qui sépare l'étang de Berre du bassin de Marseille où il débouchera, dans le territoire de Séon, pour s'y développer et arriver dans le vallon des Aigalades, après avoir traversé par un second souterrain le contrefort de Saint-Louis et la route royale No. 8.

Enfin, le chemin de fer, après s'être développé dans le vallon des Aigalades, et avoir traversé une seconde fois la route royale No. 8, près du bureau de l'octroi, à Marseille, aboutira au bord de la mer dans l'anse de la Joliette.

A la ligne principale, dont on vient de fixer la direction générale, seront attachés quatre embranchements qui feront partie essentielle de cette ligne, et devront être exécutés en même temps qu'elle par la compagnie.

Le premier de ces embranchements s'attachera à la ligne principale dans la plaine de la Guillotière, en face de la barrière Perrache, et aboutira à l'avenue du pont Morand, en passant sous l'une des arches du pont de la Guillotière qui ont été bouchées.

Le second s'embranchera avec la ligne principale, près de Tarascon, et aboutira au Rhône, un peu en amont de cette ville.

La troisième, s'attachant à la ligne principale, près de la Robine-du-Roi à Arles, aboutira au Rhône à l'amont de cette ville.

Enfin, le quatrième embranchement, destiné pour le service des voyageurs, s'attachera à la ligne principale dans le vallon des Aigalades, et aboutira sur la place Pentagone, à l'entrée de Marseille.

La pente maximum du chemin de fer et des embranchements ne dépassera pas trois millimètres ($0^m,003$), par mètre dans la partie, entre Lyon et les Martigues. Dans celle entre les Martigues et Marseille, on admettra des pentes de cinq millimètres ($0^m,005$).

Art.

Art. 3. A dater de l'homologation de l'adjudication, la compagnie soumettra successivement à l'approbation de l'administration supérieure, de quatre mois en quatre mois, et par section de 20 kilomètres au moins, rapportés sur un plan à l'échelle de 1 à 2,500, les tracés partiels du chemin de fer, avec un profil en long, suivant l'axe du chemin, et un devis explicatif comprenant la description des ouvrages; dans le délai de six ans au plus, elle soumettra le tracé définitif du chemin de fer d'après les indications de l'article précédent, lequel tracé comprendra la position et le tracé des gares de stationnement et d'évitement, ainsi que des lieux de chargement et de déchargement.

En cours d'exécution, la compagnie aura la faculté de proposer les modifications qu'elle pourrait juger utile d'introduire, sans pouvoir toutefois ni s'écarter du tracé général, ni excéder le maximum de pente indiqués dans l'article précédent; mais ces modifications ne pourront être exécutées que moyennant l'approbation préalable et le consentement formel de l'administration supérieure.

Art. 4. Le chemin de fer aura deux voies au moins sur tout son développement. Le poids des rails sera de vingt-cinq kilogrammes au moins par mètre linéaire.

Art. 5. La largeur de la voie entre les bords intérieurs des rails, devra être d'un mètre quarante-quatre centimètres (1 mètre 44 centimètres).

La distance entre les deux voies sera au moins égale à un mètre quatre-vingt centimètres (1 m. 80 c.), mesurée entre les faces extérieures des rails de chaque voie, excepté au passage des souterrains et des ponts où cette distance pourra être réduite à un mètre quarante-quatre centimètres (1 mètre 44 centimètres).

Art. 6. Les alignements devront se rattacher suivant des courbes dont le rayon minimum est fixé à huit cents mètres (800 m.). Toutefois, aux passages de la Gère à Vienne, de la Galaure à Saint-Vallier, et de Bourg-lès-Valence, des courbes de cinq cents mètres (500 m.) pourront être tolérées. Dans le cas du rayon minimum, les raccordements devront, autant que possible, s'opérer sur des paliers horizontaux.

La compagnie aura la faculté de proposer aux dispositions de cet article, comme à celles de l'article précédent, les modifications dont l'expérience pourra indiquer l'utilité et la convenance; mais ces modifications ne pourront être exécutées que moyennant l'approbation préalable et le consentement formel de l'administration supérieure.

Art. 7. Il sera pratiqué au moins quarante gares entre Lyon et Marseille, indépendamment de celles qui seront necessairement établies aux points de départ et d'arrivée.

Ces gares seront placées en dehors des voies et alternativement pour chaque voie. Leur longueur, raccordement compris, sera de deux cents mètres au moins; leur emplacement et leur surface seront ultérieurement déterminés de concert entre la compagnie et l'administration.

Art. 8. A moins d'obstacles locaux dont l'appréciation appartiendra à l'administration, le chemin de fer, à la rencontre des routes royales ou départementales, devra passer soit au dessus soit au dessous de ces routes.

L'administration se réserve de déterminer les exceptions qu'elle croira pouvoir permettre, s'il y a lieu, au paragraphe précédent, sur les routes où la circulation sera peu active.

Les croisements de niveau seront tolérés pour les chemins vicinaux, ruraux ou particuliers.

Art. 9. Lorsque le chemin de fer devra passer au dessus d'une route royale ou départementale, ou d'un chemin vicinal, l'ouverture du pont ne sera pas moindre de huit mètres (8 m.) pour la route royale, de sept mètres (7 m.) pour la route départementale, et de cinq mètres (5 m.) pour le chemin vicinal. La hauteur sous clé, à partir de la chaussée de la route, sera de cinq mètres au moins; la largeur entre les parapets sera au moins de sept mètres (7 m.) et la hauteur de ces parapets d'un mètre (1 m.) au moins.

Art. 10. Lorsque le chemin de fer devra passer au dessous d'une route royale ou départementale, ou d'un chemin vicinal, la largeur entre les parapets du pont qui supportera la route ou le chemin sera fixée au moins à huit mètres (8 m.) pour la route royale, à sept mètres (7 m.) pour la route départementale, et à cinq mètres (5 m.) pour le chemin vicinal. L'ouverture du pont entre les culées sera au moins de sept mètres (7 m.), et la distance verticale entre l'intrados et le dessus des rails extérieurs ne sera pas moindre de quatre mètres tente centimètres (4 mètres 30 centimètres).

Art. 11. Lorsque le chemin de fer traversera une rivière, un canal ou un cours d'eau, le pont aura la largeur de voie et la hauteur de parapets fixées à l'article 9.

Quant à l'ouverture du débouché et à la hauteur sous clé, au dessus des eaux, elles seront déterminées par l'administration dans chaque cas particulier, suivant les circonstances locales.

Art. 12. Les ponts à construire à la rencontre des routes royales ou départementales, et des rivières ou canaux de navigation et de flottage, seront en maçonnerie ou en fer.

Ils pourront aussi être construits avec travées en bois et piles et culées en maçonnerie; mais il sera donné à ces piles et culées l'épaisseur nécessaire pour qu'il soit possible ultérieurement de substituer aux travées en bois, soit des travées en fer, soit des arches en maçonnerie.

Art. 13. S'il y a lieu de déplacer les routes existantes la déclivité des pentes ou rampes, sur

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sur les nouvelles directions, ne pourra pas excéder 3 centimètres par mètre pour les routes royales et départementales, et 5 centimètres pour les chemins vicinaux.

Art. 14. Les ponts à construire à la rencontre des routes royales et départementales, et des rivières ou canaux de navigation et de flottage, ainsi que les déplacements des routes royales ou départementales, ne pourront être entrepris qu'en vertu de projets approuvés par l'administration supérieure.

Le préfet du département, sur l'avis de l'ingénieur en chef des ponts-et-chaussées, et après les enquêtes d'usage, pourra autoriser le déplacement des chemins vicinaux et la construction des ponts à la rencontre de ces chemins et des cours d'eau non navigables ni flottables.

Art 15. Dans le cas où des chemins vicinaux, ruraux ou particuliers, seraient traversés, à leur niveau, par le chemin de fer, les rails ne pourront être élevés au dessus ou abaissés au dessous de la surface de ces chemins de plus de trois centimètres (0 m. 03 c.). Les rails et le chemin de fer devront, en outre, être disposés de manière à ce qu'il n'en résulte aucun obstacle à la circulation.

Des barrières seront tenues fermées de chaque côté du chemin de fer, partout où cette mesure sera jugée nécessaire par l'administration.

Un gardien, payé par la compagnie, sera constamment préposé à la garde et au service de ces barrières.

Art. 16. La compagnie sera tenue de rétablir et d'assurer, à ses frais, l'écoulement de toutes les eaux dont le cours serait arrêté, suspendu ou modifié par les travaux dépendant de l'entreprise.

Les acqueducs qui seront construits à cet effet, sous les routes royales et départementales, seront en maçonnerie ou en fer.

Art. 17. A la rencontre des rivières flottables et navigables, la compagnie sera tenue de prendre toutes les mesures, et de payer tous les frais nécessaires pour que le service de la navigation et du flottage n'éprouve ni interruption ni entrave pendant l'exécution des travaux, et pour que ce service puisse se faire et se continuer après leur achèvement, comme il avait lieu avant l'entreprise.

La même condition est expressément obligatoire pour la compagnie, à la rencontre des routes royales et départementales et autres chemins publics. A cet effet, des routes et ponts provisionnels seront construits par les soins et aux frais de la compagnie, par tout où cela sera jugé nécessaire.

Avant que les communications existantes puissent être interceptées, les ingénieurs des localités devront reconnaître et constater si les travaux provisoires présentent une solidité suffisante, et s'ils peuvent assurer le service de la circulation.

Un délai sera fixé pour l'exécution et la durée de ces travaux provisoires.

Art. 18. Les souterrains destinés au passage du chemin de fer auront pour deux voies, six mètres cinquante centimètres (6 m. 50), entre les pieds droits, au niveau des rails, et cinq mètres cinquante centimètres (5 m. 50), de hauteur sous clef, à partir de la surface du chemin. La distance verticale entre l'intrados et le dessus des rails extérieurs de chaque voie, sera au moins de quatre mètres trente centimètres (4 m. 30).

Si les terrains dans lesquels les souterrains seront ouverts, présentaient des chances d'éboulement ou de filtration, la compagnie sera tenue de prévenir ou d'arrêter ce danger par des ouvrages solides et imperméables.

Aucun ouvrage provisoire ne sera toléré au delà de six mois de durée.

Art. 19. Les puits d'airage ou de construction des souterrains, ne pourront avoir leur ouverture sur aucune voie publique ; et là où ils seront ouverts, ils seront entourés d'une margelle en maçonnerie de deux mètres (2 m.) de hauteur.

Art. 20. La compagnie pourra employer dans la construction du chemin de fer, les matériaux communément en usage dans les travaux publics de chaque localité ; toutefois les têtes de voûtes, les angles, socles, couronnements, extrémités de radier seront nécessairement en pierre de taille.

Art. 21. Le chemin de fer sera clôturé et séparé des propriétés particulières par des murs ou des haies, ou des poteaux avec lisses, ou des fossés avec levées en terre.

Les fossés qui serviront de clôtures au chemin de fer, auront au moins un mètre de profondeur à partir de leurs bords relevés.

Les barrières fermant les communications particulières, s'ouvriront sur les terres et non sur le chemin de fer.

Art. 22. Tous les terrains destinés à servir d'emplacement au chemin et à toutes ses dépendances, telles que gares de croisement et de stationnement, lieux de chargement ou de déchargement, ainsi qu'au rétablissement des communications déplacées ou interrompues, et de nouveaux lits des cours d'eau, seront achetés et payés par la compagnie.

La compagnie est substituée aux droits, comme elle est soumise à toutes les obligations, qui dérivent pour l'administration de la loi du 7 Juillet 1833.

Art. 23. L'entreprise étant d'utilité publique, la compagnie est investie de tous les droits que les lois et réglements confèrent à l'administration elle-même pour les travaux de l'état: elle pourra, en conséquence, se procurer, par les mêmes voies, les matériaux de remblais et d'empierrement nécessaires à la construction et à l'entretien du chemin de fer ;

elle

elle jouira, tant pour l'extraction que pour le transport et le dépôt des terres et matériaux, des priviléges accordés par les mêmes lois et réglements aux entrepreneurs de travaux publics, à la charge, par elle, d'indemniser à l'amiable les propriétaires des terrains endommagés, ou, en cas de non accord, d'après les réglements arrêtés par le conseil de préfecture, sauf recours au conseil d'état, sans que, dans aucun cas, elle puisse exercer de recours à cet égard contre l'administration.

Art. 24. Les indemnités pour occupation temporaire ou détérioration de terrains, pour chômage, modification ou destruction d'usines, pour tout dommage quelconque résultant des travaux, seront supportés et payés par la compagnie.

Art. 25. Pendant la durée des travaux qu'elle exécutera, d'ailleurs, par des moyens et des agents de son choix, la compagnie sera soumise au contrôle et à la surveillance de l'administration. Ce contrôle et cette surveillance auront pour objet d'empêcher la compagnie de s'écarter des dispositions qui lui sont prescrites par le présent cahier de charges.

Art. 26. A mesure que les travaux seront terminés sur des parties du chemin de fer, de manière que ces parties puissent être livrées à la circulation, il sera procédé à leur réception par un ou plusieurs commissaires que l'administration désignera; le procès-verbal du ou des commissaires délégués ne sera valable qu'après homologation par l'administration supérieure.

Après cette homologation, la compagnie pourra mettre en service les dites parties de chemin de fer, et y percevoir les droits de péage et les frais de transport ci-après déterminés.

Toutefois, ces réceptions partielles ne deviendront définitives que par la réception générale et définitive du chemin de fer.

Art. 27. Après l'achèvement total des travaux, la compagnie fera faire, à ses frais, un bornage contradictoire et un plan cadastral de toutes les parties du chemin de fer et de ses dépendances; ella fera dresser également à ses frais, et contradictoirement avec l'administration, un état descriptif des ponts, aqueducs, et autres ouvrages d'art qui auront été établis conformément aux conditions du présent cahier de charges.

Une expédition dûment certifiée des procès-verbaux de bornage, du plan cadastral et de l'état descriptif, sera déposée, aux frais de la compagnie, dans les archives de l'administration des ponts-et-chaussées.

Art. 28. Le chemin de fer et toutes ses dépendances seront constamment entretenus en bon état, et de manière que la circulation soit toujours facile et sûre.

L'état du chemin et de ses dépendances sera reconnu annuellement et plus souvent en cas d'urgence et d'accidents, par un ou plusieurs commissaires que désignera l'administration.

Les frais d'entretien et ceux de réparations, soit ordinaires, soit extraordinaires, resteront entièrement à la charge de la compagnie.

Pour ce qui concerne cet entretien et ces réparations, la compagnie demeure soumise au contrôle et à la surveillance de l'administration.

Si le chemin de fer, une fois terminé, n'est pas constamment entretenu et bon état, il y sera pourvu d'office à la diligence de l'administration et aux frais de la compagnie: le montant des avances faites sera recouvré par des rôles que le préfet du département rendra exécutoires.

Art. 29. Les frais de visite, de surveillance et de réception des travaux seront supportés par la compagnie.

Ces frais seront réglés par le directeur général des ponts-et-chaussées et des mines, sur la proposition du préfet du département, et la compagnie sera tenue d'en verser le montant dans la caisse du receveur général, pour être distribué à qui de droit.

En cas de non-versement dans de délai fixé, le préfet rendra un rôle exécutoire, et le montant en sera recouvré comme en matière de contributions publiques.

Art. 30. La compagnie sera tenue de se conformer aux dispositions prescrites par la délibération de la commission mixte des travaux publics en date du 20 Mars 1837.

Les ouvrages qui seront situés dans le rayon kilomètrique des places et dans la zone des servitudes, et qui, aux termes des réglements actuels, devraient être exécutés par les officiers du génie militaire, le seront par les agents de la compagnie, mais sous le contrôle et la surveillance de ces officiers, et conformément aux projets particuliers qui auront été préalablement approuvés par les ministres de la guerre et des travaux publics. La même faculté pourra être accordée, par exception, pour le travaux sur le terrain militaire occupé par les fortifications, toutes les fois que le ministre de la guerre jugera qu'il n'en peut résulter aucun inconvénient pour la défense.

Art. 31. Le chemin de fer sera divisé par sections de vingt kilomètres. La compagnie ne pourra commencer le travail d'aucune section, ni poursuivre aucune expropriation, si, au préalable, elle n'a justifié valablement, par devant l'administration, de la constitution du fonds social égal à la dépense de chaque section, et de la réalisation en espèces d'une somme égale au cinquième du montant de ce fonds social.

Si, dans le délai d'une année, à partir de l'homologation de la concession, la compagnie ne s'est pas mise en mesure de commencer les travaux, conformément aux dispositions du paragraphe précédent, et si elle ne les a pas effectivement commencés, ella sera déchue de

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plein droit de la concession du chemin de fer par ce seul fait, et sans qu'il y ait lieu à aucune mise en demeure ni notification quelconque.

Dans le cas de déchéance prévu par le paragraphe précédent, la moitié du cautionnement déposé par la compagnie, deviendra la propriété du gouvernement, et restera acquise au trésor public: l'autre moitié seulement sera restituée moyennant la remise et l'abandon à l'état, des plans généraux et particuliers, des devis estimatifs, nivellements, profils, sondes et autres résultats d'opérations rédigés ou recueillis aux frais et par le soins de la compagnie, et qui deviendront également la propriété du gouvernement.

Les travaux une fois commencés, le cautionnement ne sera rendu que par cinquième, et proportionnellement à l'avancement des travaux.

Art. 32. Faute par la compagnie d'avoir entièrement exécuté et terminé les travaux du chemin de fer, dans les délais fixés par l'article premier; faute aussi par elle, d'avoir rempli les diverses obligations qui lui sont imposées par le présent cahier de charges, elle encourra la déchéance, et il sera pourvu, s'il y a lieu, à la continuation et à l'achèvement des travaux par le moyen d'une adjudication nouvelle qu'on ouvrira sur les clauses du présent cahier de charges, et sur une mise à prix des ouvrages déjà construits, des matériaux approvisionnés, des terrains achetés, des portions de chemin déjà mises en exploitation, et, s'il y a lieu, de la partie non encore restituée du cautionnement.

Cette adjudication sera dévolue à celui des nouveaux soumissionaires qui offrira la plus forte somme, pour les objets compris dans la mise à prix.

Les soumissions pourront être inférieures à la mise à prix.

La compagnie évincée recevra de la nouvelle compagnie concessionaire, la valeur que la nouvelle adjudication aura ainsi déterminée pour les dits objets.

Si l'adjudication ouverte comme il vient d'être dit, n'amène aucun résultat, une seconde adjudication sera tentée sur les mêmes bases, après un délai de six mois, et si cette seconde tentative reste également sans résultat, la compagnie sera définitivement déchue de tous droits à la présente concession, excepté cependant pour les parties de chemin de fer déjà mises en exploitation, dont elle conservera la jouissance jusqu'au terme fixé par l'article 36, à la charge par elle, sur les parties non terminées, de remplir pour les terrains qu'il ne serait pas reconnu utile de conserver à la voie publique, les prescriptions des articles 60 et suivants de la loi du 7 Juillet 1833, d'enlever tous les matériaux, engins, machines, etc.; enfin de fair disparaître toute cause de préjudice résultant des travaux exécutés pour les territoires sur lesquels ils seraient situés. Si, dans un délai qui sera fixé par l'administration, elle n'a pas satisfait à toutes ces obligations, elle y sera contrainte par toutes les voies de droit.

Les précédentes stipulations ne sont point applicables aux cas où le retard ou la cessation des travaux proviendraient de force majeure régulièrement constatée.

Art. 33. Pendant toute la durée de la concession, les terrains occupés par le chemin de fer et par ses dépendances, seront exempts de toutes contributions foncières ou autres.

Les bâtiments et magasins dépendant de l'exploitation du chemin de fer, seront assimilés, pour l'impôt, aux propriétés bâties dans la localité.

L'impôt dû au trésor sur le prix des places, ne sera prélevé que sur la partie du tarif correspondant au prix de transport.

Art. 34. L'administration arrêtera, de concert avec la compagnie, ou du moins après l'avoir entendue, les mesures et les dispositions nécessaires pour assurer la police, la sûreté, l'usage et la conservation du chemin de fer et des ouvrages qui en dépendent. Toutes les dépenses qu'entraînera l'exécution de ces mesures et de ces dispositions, resteront à la charge de la compagnie.

La compagnie est autorisé à faire, sous l'approbation de l'administration, les réglements qu'elle jugera utiles pour le service et l'exploitation du chemin de fer.

Les réglements dont il s'agit dans les deux paragraphes précédents, seront obligatoires pour la compagnie et pour toutes celles qui obtiendraient ultérieurement l'autorisation d'établir des lignes de chemins de fer d'embranchement ou de prolongement, et, en général, pour toutes les personnes qui emprunteraient l'usage du chemin de fer.

Art. 35. Les machines locomotives employées au transport des voyageurs sur le chemin de fer devront consumer leur fumée.

Art. 36. Pour indemniser la compagnie des travaux et dépenses qu'elle s'engage à faire par le présent cahier de charges, et sous la condition expresse qu'elle en remplira exactement toutes les obligations, le gouvernement lui concède pendant de laps de temps qui sera déterminé par l'adjudication à intervenir et dont le maximum est fixé à quatre-vingt-dix-neuf ans, l'autorisation de percevoir les droits de péage et les prix de transport ci-après déterminés.

Il est expressément entendu que les prix de transport ne seront dus à la compagnie qu'autant qu'elle effectuerait elle-même ce transport à ses frais et par ses propres moyens.

La perception aura lieu par kilomètre, sans égard aux fractions de distance: ainsi, un kilomètre entamé sera payé comme s'il avait été parcouru; néanmoins, pour toute distance parcourue moindre de six kilomètres, le droit sera perçu comme pour six kilomètres entiers. Le poids du tonneau ou de la tonne est de mille kilogrammes; les fractions de poids ne seront comptées que par dixième de tonne: ainsi, tout poids au-dessous de cent kilogrammes paiera comme cent kilogrammes, tout poids compris entre cent et deux cents kilogrammes, paiera comme deux cents kilogrammes, etc.

TARIF.	PRIX DE		
	Péage.	Transport.	Total.
Voyageurs :			
Par tête et par kilomètre (non compris l'impôt sur le prix des places dû au Trésor).			
Voitures ouvertes, suspendues sur ressorts - - - -	0,025	0,015	0,04
Voitures fermées, suspendues sur ressorts - - - -	0,04	0,02	0,06
Voitures suspendues avec buttoirs à ressorts, garnies et fermées à glaces - - - - - - - - - -	0,05	0,025	0,075
Bestiaux, par Tête et par Kilomètre :			
Bœufs, vaches, taureaux, transportés par voitures. Cheval, mulet, bête de trait - - - - - - - -	0,06	0,04	0,10
Veaux et porcs - - - - - - - - -	0,015	0,010	0,025
Moutons, brebis, chèvres - - - - - - - -	0,013	0,007	0,020
Par tonne de houille et par kilomètre - - - -	0,055	0,025	0,08
Marchandises par Tonne et par Kilomètre :			
1re Classe.—Pierre à chaux et à plâtre, moëllons, meulières, cailloux, sable, argile, tuiles, briques, ardoises, fumier et engrais ; pavés et matériaux de toute espèce pour la construction et la réparation des routes, sel marin - -	0,075	0,025	0,10
2e Classe.—Blés, grains, farines, chaux et plâtre, minerais, coke, charbon de bois, bois à brûler (dit de corde), perches, chevrons, planches, madriers, bois de charpente, marbre-bloc, pierre de taille, bitume, fonte brute, fer en barre ou en feuilles, plomb en saumon, faïences, verres à vitres et bouteilles - - - - - - - - - -	0,09	0,03	0,12
3e Classe.—Fontes moulées, fer et plomb ouvrés, cuivre et autres métaux ouvrés ou non, vinaigres, vins, boissons, spiritueux, huiles, savons, cotons et autres lainages, chanvres, lin, tabac, bois de menuiserie, de teinture et autres bois exotiques ; sucre, café, drogues, épiceries, denrées coloniales, fruits secs, poissons frais et secs, garance moulue, cristaux, porcelaines, objets manufacturés - - -	0,105	0,035	0,14
Objets diverse par Tonne et par Kilomètre :			
Voiture sur plate-forme (poids de la voiture et de la plate-forme cumulés) - - - - - - - - -	0,18	0,10	0,28
Wagon, charriot ou autre voiture destinée au transport sur le chemin de fer y passant à vide, et machine locomotive ne traînant pas de convoi - - - - - - - -	0,08	0,04	0,12
Tout wagon, charriot ou voiture dont le chargement en voyageurs ou en marchandises, ne comportera pas un péage au moins égal à celui qui serait perçu sur ces mêmes voitures à vide, sera considéré et taxé comme étant à vide.			
Les machines locomotives seront considérées et taxées comme ne remorquant pas de convoi. Lorsque le convoi remorqué, soit en voyageurs, soit en marchandises, ne comportera pas un péage au moins égal à celui qui serait perçu sur machine locomotive avec une son allège marchant sans rien traîner.			
Les droits de péage et de transport ci-dessus déterminés pour les marchandises et autres objets, énoncés au tarif seront réduits d'un quart à la descente, c'est-à-dire de Lyon vers Marseille.			

A l'expiration des trente premières années de la concession, et après chaque période de quinze années, à dater de cette expiration, le tarif pourra être révisé ; et si, à chacune de ces époques, il est reconnu que le dividende moyen des quinze dernières années a excédé dix pour cent du capital primitif de l'action, le tarif pourra être réduit dans la proportion de l'excédant.

Art. 37. Chaque voyageur pourra porter avec lui un bagage dont le prix n'excédera pas quinze kilogrammes, sans être tenu, pour le port de ce bagage, à aucun supplément pour le prix de sa place.

Art. 38. Les denrées, marchandises, effets, animaux, et autres objets non désignés dans le tarif précédent, seront rangés, pour les droits à percevoir, dans les classes avec lesquelles ils auraient le plus d'analogie.

Appendix, No. 5.

Project of Law for Railway from Lyons to Marseilles.

Art. 39. Les droits de péage et les prix de transport déterminés au tarif précédent, ne sont point applicables :

1°. A toute voiture pesant, avec son chargement, plus de quatre mille cinq cents kilogrammes :

2°. A toute masse indivisible pesant plus de trois mille kilogrammes.

Néanmoins la compagnie ne pourra se refuser ni à transporter les masses indivisibles pesant de trois mille à cinq mille kilogrammes, ni à laisser circuler toute voiture qui, avec son chargement, pèserait de quatre mille cinq cents à huit mille kilogrammes ; mais les droits de péage et les frais de transport seront augmentés de moitié.

La compagnie ne pourra être contrainte à transporter les masses indivisibles pesant plus de cinq mille kilogrammes, ni à laisser circuler les voitures qui, chargement compris, peseraient plus de huit mille kilogrammes.

Art. 40. Les prix de transport déterminés au tarif précédent, ne sont point applicables :

1°. Aux denrées et objets qui, sous le volume d'un mètre cube, ne pèsent pas deux cents kilogrammes.

2°. A l'or et à l'argent, soit en lingots, soit monnoyés ou travaillés ; au plaqué d'or ou d'argent, au mercure et au platine, ainsi qu'aux bijoux, pierres précieuses et autres valeurs.

3°. Et en général, à tout paquet ou colis pesant isolément moins de cent kilogrammes, à moins que ces paquets ou colis ne fassent partie d'envois pesant ensemble au delà de deux cents kilogrammes d'objets expédiés à ou par une même personne et d'une même nature, quoiqu'emballés à part, tels que sucres, cafés, etc.

Dans les trois cas ci-dessus spécifiés, les prix des transports seront librement débattus avec la compagnie.

Néanmoins, au dessus de cent kilogrammes, et quelle que soit la distance parcourue, le prix de transport d'un colis ne pourra être taxé à moins de quarante centimes (40 c.).

Art. 41. Les militaires en service, voyageant en corps ou isolément, ne seront assujétis, eux et leurs bagages, qu'à la moitié de la taxe du tarif.

Si le gouvernement avait besoin de diriger des troupes et un matériel militaire sur l'un des points desservis par le chemin de fer, la compagnie serait tenue de mettre immédiatement à sa disposition, à moitié de la taxe du tarif, tous les moyens de transport établis pour l'exploitation du chemin de fer : le gouvernement toutefois, ne pourra user du droit qui lui est conféré par le présent paragraphe, pour une quantité de moins de mille hommes, et si la distance parcourue est moindre de quinze kilomètres, elle sera comptée pour quinze kilomètres.

Art. 42. Les dépêches et lettres convoyées par un agent du gouvernement, seront transportées gratuitement de ville en ville et jusqu'à Marseille, sur toute l'étendue du chemin de fer.

A cet effet la compagnie sera tenue de réserver à chaque départ de voyageurs, à l'arrière du train des voitures, un coffre suffisamment grand, et fermant à clef, ainsi qu'une place convenable pour le courrier chargé d'accompagner les dépêches.

Art. 43. Au moyen de la perception des droits et des prix réglés ainsi qu'il vient d'être dit, et sauf les exceptions stipulées ci-dessus, la compagnie contracte l'obligation d'exécuter constamment avec soin, exactitude et célérité, à ses frais et par ses propres moyens, le transport des voyageurs, bestiaux, denrées, marchandises et matières quelconques qui lui sont confiés.

Les frais accessoires non mentionnés au tarif, tels que ceux de chargement, de déchargement et d'entrepôt dans les gares et magasins de la compagnie, seront fixés par un réglement qui sera soumis à l'approbation de l'administration supérieure.

Art. 44. Le gouvernement s'engage, pendant le laps de trente années, à dater du jour où le chemin de fer sera terminé et livré à la circulation, à garantir à la compagnie un minimum d'intérêt de quatre pour cent.

Le capital auquel s'appliquera cette garantie, se composera du prix des travaux, de l'intérêt de ce prix pendant la durée des travaux à quatre pour cent l'an au plus, ainsi que des frais de direction et d'administration, sans pouvoir, en aucun cas, excéder le chiffre de soixante-dix millions.

Un réglement d'administration publique déterminera les formes suivant lesquelles la compagnie sera tenue de justifier vis-à-vis du gouvernement, de ses dépenses et de ses recettes.

Art. 45. A toute époque, à dater de l'expiration du délai de garantie stipulé en l'article précédent, le gouvernement aura la faculté de racheter la concession entière du chemin de fer : ce rachat aura lieu au taux moyen du cours des actions pendant les trois dernières années qui précéderont celle où le gouvernement se décidera à faire usage de la faculté que lui confère le présent article.

Le paiement du prix du rachat sera préalable à la prise de possession du chemin de fer par le gouvernement.

Art. 46. A l'époque fixée pour l'expiration de la présente concession et par le fait seul de cette expiration, le gouvernement sera subrogé à tous les droits de la compagnie dans la propriété des terrains et des ouvrages désignés au plan cadastral mentionné dans l'article 27. Il entrera immédiatement en jouissance du chemin de fer, de toutes ses dépendances et de tous ses produits.

La compagnie sera tenue de remettre en bon état d'entretien, le chemin de fer, les ouvrages qui le composent et ses dépendances, tels que gares, lieux de chargements et de déchargement, établissements aux points de départ et d'arrivée, maisons de gardes et de surveillants, bureaux de perception, machines fixes, et en général, tous autres objets immobiliers qui n'auront pas pour destination distincte et spéciale le service des transports.

Dans

Dans les cinq dernières années qui précéderont le terme de la concession, le gouvernement aura le droit de mettre saisie-arrêt sur les revenus du chemin de fer, et de les employer à rétablir en bon état le chemin et toutes ses dépendances, si la compagnie ne se mettait pas en mesure de satisfaire pleinement et entièrement à cette obligation.

Quant aux objets mobiliers, tels que machines locomotives, wagons, chariots, voitures, matériaux, combustibles et approvisionnements de tout genre, et objets immobiliers non compris dans l'énumération précédente, la compagnie en conservera la propriété, si mieux elle n'aime les céder à l'état, qui sera tenu, dans ce cas, de les reprendre à dire d'experts.

Art. 47. Dans le cas où le gouvernement ordonnerait ou autoriserait la construction de routes royales, départementales ou vicinales, de canaux ou de chemins de fer, qui traverseraient le chemin de fer projeté, la compagnie ne pourra mettre obstacle à ces traversées; mais toutes dispositions seront prises pour qu'il n'en résulte aucun obstacle à la construction ou au service du chemin de fer, ni aucuns frais pour la compagnie.

Art. 48. Toute exécution, ou toute autorisation ultérieure de route, de canal, de chemin de fer, de travaux de navigation dans la contrée où est situé le chemin de fer projeté, ou dans toute autre contrée voisine ou éloignée, ne pourra donner ouverture à aucune demande en indemnité de la part de la compagnie.

Art. 49. Le gouvernement se réserve expressément le droit d'accorder de nouvelles concessions de chemins de fer, s'embranchant sur le chemin de fer de Lyon à Marseille, ou qui seraient établis en prolongement du même chemin.

La compagnie du chemin de fer de Lyon à Marseille, ne pourra mettre aucun obstacle à ces embranchements ou prolongements, ni réclamer à l'occasion de leur établissement, aucune indemnité quelconque, pourvu qu'il n'en résulte aucun obstacle à la circulation, ni aucuns frais particuliers pour la compagnie.

Les compagnies concessionnaires des chemins de fer d'embranchement, ou en prolongement, auront la faculté, moyennant les tarifs ci-dessus déterminés, et l'observation des réglements de police et de service établis ou à établir, de faire circuler leurs voitures, wagons et machines sur le chemin de fer de Lyon à Marseille. Cette faculté sera réciproque pour ce dernier chemin à l'égard des dits embranchements et prolongements.

Art. 50. Si la ligne du chemin de fer traverse un sol déjà concédé pour l'exploitation d'une mine, l'administration déterminera les mesures à prendre pour que l'établissement du chemin de fer ne nuise pas à l'exploitation de la mine, et réciproquement pour que, le cas échéant, l'exploitation de la mine ne compromette pas l'existence du chemin de fer.

Les travaux de consolidation à faire dans l'intérieur de la mine, à raison de la traversée du chemin de fer, et tous dommages résultant de cette traversée pour le concessionnaire de la mine, seront à la charge de la compagnie du chemin de fer.

Art. 51. Si le chemin de fer doit s'étendre sur des terrains qui renferment des carrières, ou les traverser souterrainement, il ne pourra être livré à la circulation avant que les excavations qui pourraient en compromettre la solidité aient été remblayées ou consolidées. L'administration déterminera la nature et l'étendue des travaux qu'il conviendra d'entreprendre à cet effet, et qui seront d'ailleurs exécutés par les soins et aux frais de la compagnie.

Art. 52. Les agents et gardes que la compagnie établira, soit pour opérer la perception des droits, soit pour la surveillance et la police du chemin et des ouvrages qui en dépendent, pourront être assermentés, et seront, dans ce cas, assimilés aux gardes-champêtres.

Art. 53. La compagnie sera tenue de désigner l'un de ses membres, pour recevoir les notifications ou les significations qu'il y aurait lieu de lui adresser: le membre désigné fera élection de domicile à Lyon ou à Marseille.

En cas de non désignation de l'un des membres de la compagnie, ou de non élection de domicile à Lyon ou à Marseille par le membre désigné, toute signification ou notification adressée à la compagnie prise collectivement, sera valable, lorsqu'elle sera faite au secrétariat général de la préfecture du Rhône ou de la préfecture des Bouches du Rhône.

Art. 54. Les contestations qui s'éleveraient entre la compagnie concessionnaire et l'administration, au sujet de l'exécution ou de l'interprétation des clauses du présent cahier de charges, seront jugées administrativement par le conseil de préfecture du département du Rhône, sauf recours au conseil d'état.

Art. 55. Nul ne sera admis à soumissionner l'entreprise, s'il n'a déposé au préalable une somme de deux millions cinq cent mille francs (2,500,000 fr.); cette somme qui deviendra le cautionnement de l'entreprise, pourra être déposée en numéraire ou en rentes sur l'état, ou en bons ou autres effets du trésor, avec transfert au nom de la caisse des dépôts et consignations de celles de ces valeurs qui seraient nominatives ou à ordre.

Ce cautionnement sera rendu ainsi qu'il est dit à l'article 31.

Art. 56. L'adjudication ne sera valable et définitive qu'après avoir été approuvée par le Ministre des travaux publics, de l'agriculture et du commerce.

Art. 57. Le présent cahier de charges ne sera passible que du droit fixe d'un franc.

Proposé à l'approbation de M. le Ministre des travaux publics, de l'agriculture et du commerce.

Paris, le 2 Mai 1837.

Le conseiller d'état, directeur général des ponts-et-chaussées et des mines.

(signé) *Legran.*

Approuvé le 3 Mai 1837.

Le Ministre secrétaire d'état, des travaux publics, de l'agriculture et du commerce.

(signé) *Martin* (du Nord).

Appendix, No. 6.

Report on the Railway from Lyons to Marseilles.

Appendix, No. 6.

(No. 262.) Chambre des Députés.—Session 1837.

RAPPORT fait au nom de la Commission* chargée d'examiner le Projet de Loi relatif au Chemin de Fer de Lyon à Marseille, par M. *Dufaure*, Député de la Charente-Inférieure.

[* *Cette Commission est composée de MM. Reynard, Prunelle, Dufaure, Giraud (Drôme), Marquis de Cambis d'Orsan, Thiers, Le vicomte d'Haubersart, Champanhet, Berryer.*]

Messieurs, Séance de 5 Juin 1837.

Le premier chemin de fer entrepris en France a été autorisé par une ordonnance du 26 février 1823 ; on ne comprenait pas encore à cette époque toute l'importance politique et commerciale que devait avoir ce nouveau moyen de communication ; on ne pouvait apprécier toutes les difficultés législatives ou administratives qu'il devait faire naître ; quelques dispositions peu nombreuses réglèrent les droits et les obligations de la compagnie à laquelle il était concédé.

On apprit peu à peu l'insuffisance de ces dispositions ; les ordonnances qui, en 1827, 1828 et 1830 autorisèrent les chemins de fer de Saint-Étienne à Lyon, d'Andrézieux à Roanne et d'Épinac au canal de Bourgogne, prirent plus de précautions, stipulèrent plus de garanties ; et cependant tantôt de nouvelles ordonnances, tantôt des arrêtés de préfets vinrent après coup combler les lacunes qu'avaient laissées les actes primitifs de concession.

Le temps, l'expérience, l'étude des législations anglaise et américaine ont peu à peu étendu et amélioré la nôtre. On peut remarquer ses progrès dans les lois rendues depuis quelques années pour la concession des chemins d'Alais à Beaucaire, de Paris à Saint-Germain, de Cette à Montpellier et de Paris à Versailles. Toutefois, les mesures législatives qui ont paru nécessaires ont été presque toutes renfermées dans des cahiers des charges qui passaient sous les yeux des Chambres sans être l'objet d'une étude approfondie. Il semblait naturel, aujourd'hui, au moment où les chemins de fer vont être étendus sur divers points du territoire et entrepris sur de si larges bases, d'arrêter définitivement et après mûre délibération, les conditions générales auxquelles il seraient assujétis.

D'un autre côté, l'État n'a pris aucune part aux chemins de fer entrepris en France depuis quatorze ans ; des compagnies en ont obtenu la concession à leurs risques et périls. On demande aujourd'hui des encouragements au Trésor public ; le concours de l'Etat à ces travaux particuliers, les formes dans lesquelles il serait accordé méritaient aussi une étude sérieuse.

La Commission que vous avez chargée d'examiner le projet de loi relatif au chemin de fer de Lyon à Marseille, a été frappée dès l'abord des avantages que pourrait présenter une délibération collective des Commissions appelées en ce moment à examiner des projets analogues, préparant une solution unique et plus éclairée sur les questions générales et communes à tous les projets ; mais quelques-uns ont paru demander une prompte solution. La session est fort avancée ; le moindre retard pouvait enlever à la Chambre le temps de les convertir en loi ; nous avons espéré que sa sagesse saurait concilier les contradictions que pourraient présenter les travaux de ses Commissions, combiner leurs idées, et adopter, sur la discussion du premier projet, des résolutions qui pourront régir tous les autres. Nous nous sommes donc bornés à étudier les questions générales ou spéciales qui se rattachent à celui dont l'examen nous était confié.

Pour les résoudre nous avons dû rechercher :

Si l'établissement d'un chemin de fer entre Lyon et Marseille était une entreprise d'utilité publique ; si le Gouvernement, par le cahier des charges annexé au projet de loi, donnait à ce chemin la meilleure direction possible ;

Si l'Etat devait fournir une subvention au concessionnaire et en quelle forme il devait la fournir ;

Enfin, si le projet de loi et le cahier des charges étaient suffisants, quant au réglement des droits et des obligations du concessionnaire.

Votre Commission a cru que tout le projet da loi était contenu dans ces quatre questions ; elle vous soumet son opinion sur la chacune d'elles.

Paragraphe Premier.— La création d'un chemin de fer qui unirait Lyon et Marseille peut-elle être considérée comme une entreprise d'utilité publique ?

Nous n'avons pas hésité à résoudre affirmativement cette question.

Lorsque le Gouvernement a voulu employer les fonds qui avaient été mis, en 1833, à sa disposition pour des études de chemins de fer, il a senti la nécessité de se borner aux lignes les plus importantes, à celles qui, partant de la capitale, aboutissent aux grands centres commerciaux et industriels du royaume ; il a dû comprendre, et il a compris dans ses études, la ligne de Paris à Marseille en passant par Lyon.

Il n'en était pas de plus importante : Marseille est à l'un des points de la France les plus éloignés de la capitale ; et cependant Marseille, pour notre commerce, comme Toulon pour notre puissance maritime, représentent la France sur une mer où chaque jour se porte de plus en plus l'activité politique et commerciale de l'Europe. Nul ne saurait dire l'avenir qui est réservé à l'Égypte, à la Grèce, à l'empire Ottoman, à tous les peuples qui bordent la Méditerranée ; la France a voulu assister de plus pres à chacun des événements de leur existence. Dans un but politique autant que commercial, elle a rendu les relations entre Marseille et tous les points du Levant plus rapides par l'établissement des paquebots à vapeur. En rapprochant maintenant Marseille du centre du royaume, du siége du Gouvernement, nous ne ferons qu'achever notre ouvrage.

N'oublions

N'oublions pas, d'ailleurs, qu'au delà de cette mer Méditerranée, à deux jours de Toulon et de Marseille, nous avons d'immenses possessions qui s'uniront de jour en jour plus intimement à la France, nous devons l'espérer. Il nous sera d'autant plus facile de mettre la dernière main à notre conquête, que nous les aurons plus rapprochées de la capitale; et remarquons qu'après l'établissement d'un chemin de fer entre Paris et Marseille, les ordres du Gouvernement, ses dépêches, ses courriers arriveront aussitôt à Alger qu'elles arrivaient à Marseille même, sous l'Empire.

Le chemin de fer qui unirait Lyon et Marseille a donc déjà à nos yeux une haute utilité comme portion du chemin qui doit unir Marseille et Paris.

Il en aurait une suffisante par l'importance des deux villes auxquelles il doit aboutir. Il serait inutile d'insister sur l'intérêt que doivent inspirer deux belles cités qui voient chaque année leurs industries diverses grandir, leurs relations s'étendre, leurs populations s'accroître; sur l'incontestable avantage de tout moyen de communication et de rapprochement entre ces deux grands centres d'activité humaine, émules sans être rivaux, et pouvant se prêter l'un l'autre un mutuel et si profitable secours.

A la vérité, ces villes ont déjà deux moyens de communication. Les voyageurs se rendent, les marchandises sont transportées de l'une à l'autre par terre et par eau, par la route royale N° 7, et par le Rhône, le canal de Bouc et la mer.

On sait combien la navigation du Rhône est irrégulière. Rapide à la descente, elle est souvent gênée par les vents, elle n'est pas toujours sans danger, à cause des courants impétueux, des bas-fonds et des rochers qui, lors des basses eaux, limitent le chenal.

La remonte de Beaucaire à Lyon est beaucoup plus difficile encore, elle ne peut se faire que par le moyen du halage avec un temps et des frais considérables. On a fait quelques essais pour vaincre ces difficultés par l'emploi des bateaux à vapeur. Jusqu'à ce jour ces essais n'ont pas réussi, et il est à craindre qu'ils ne rencontrent toujours d'invincibles obstacles dans le fleuve le plus rapide et le plus impétueux de l'Europe; aussi le commerce de Marseille préfère-t-il souvent envoyer par terre les marchandises que demandent l'Est et la ville de Lyon.

Cette voie de terre est elle-même longue et inégale; elle présente de Marseille à Lyon un trajet de neuf jours. Elle est d'ailleurs fatiguée par les nombreux transports qu'elle supporte. " L'énorme circulation, dit le Gouvernement, que la route royale est appelée à supporter, en défonce les chaussées, et malgré les soins les plus assidus et les sommes dépensées annuellement pour son entretien, on ne peut parvenir à y maintenir un bon état de viabilité: de là des difficultés nouvelles, des frais et des retards pour le roulage." (Exposé de motifs, p. 2.)

L'activité commerciale de Marseille et de Lyon demande donc d'autres moyens de communication. Sans doute le Gouvernement ne manquera pas d'entretenir et d'améliorer ceux qui ont déjà été fournis par la nature ou par les soins déjà anciens de l'Administration; mais le temps a marché; les relations commerciales demandent et obtiennent partout plus de promptitude et de régularite; le Rhône et la route royale ne suffisent plus. On le sentait déjà en 1822; l'Administration ordonna l'étude d'un canal latéral au Rhône depuis Lyon jusqu'à Arles. Un projet fut rédigé et obtint en 1824 l'approbation du conseil général des ponts-et-chaussées; mais l'exécution de ce projet a été suspendue.

Il a été rappelé et défendu dans le sein de votre Commission; on a soutenu qu'un canal latéral serait préférable à un chemin de fer. Il lierait entre eux d'une part les canaux du Centre, de Bourgogne et de Monsieur, de l'autre ceux de Beaucaire, des étangs, du Languedoc et de Bouc; il compléterait ainsi le grand système de navigation intérieure de la France. Il serait beaucoup moins dispendieux que le chemin de fer projeté. Il offrirait une rapidité suffisante de transport; il porterait une moindre atteinte aux intérêts qui se sont formés sur les bords du fleuve, et serait plus utile qu'un chemin de fer, sinon aux villes auxquelles il aboutirait, du moins aux contrées qu'il traverserait.

Cette opinion, Messieurs, n'a pas prévalu; votre Commission ne méconnaît pas les avantages d'un canal latéral; elle apprécie l'importance d'un travail qui compléterait en effet nos moyens de navigation intérieure; elle désire que les relations entre Lyon et Marseille deviennent assez actives pour rendre sa construction nécessaire. La co-existence d'un chemin de fer et d'un canal a déjà été éprouvée: entre Liverpool et Manchester la circulation est telle, que le canal de Bridgewater est couvert de bateaux, tandis que le chemin de fer est couvert de wagons.

Les objets à transporter ne sont pas absolument les mêmes. Au canal, ceux qui renferment peu de valeur sous un grand encombrement, et pour qui un transport rapide ne compenserait pas les inconvéniens d'un transport trop dispendieux; au chemin de fer les voyageurs avant tout, et ensuite les marchandises de messageries et de roulage accéléré, toutes celles pour lesquelles le coût de transport est facilement regagné par la promptitude de l'échange. Mais, quant à présent, un seul de ces moyens de communication paraît suffisant, et le Rhône suppléera plus aisément le canal, que la route royale le chemin de fer.

Le canal latéral ne conduirait pas de Lyon à Marseille; il faudrait toujours à Bouc, subir les lenteurs d'un transbordement, et se confier à un cabotage quelquefois difficile et dangereux; un canal prendrait beaucoup plus de terrain que ne fera le chemin de fer; il devrait être construit en plusieurs points dans le lit du Rhône; cette différence et la violence des affluents du Rhône rendraient nécessaires des ouvrages d'art considérables, et entraîneraient des dépenses beaucoup plus fortes qu'on ne le pensait en 1824; enfin, quelle que fût son importance, il n'aurait pas l'évidente utilité politique que doit présenter le chemin de fer de Lyon à Marseille, lorsqu'il sera prolongé jusqu'à Paris.

Votre Commission vous propose donc d'approuver l'établissement d'un chemin de fer de Lyon à Marseille.

Appendix, No. 6.

Report on the Railway from Lyons to Marseilles.

§ II. Le tracé de ce chemin de fer est indiqué par l'art. 2 du cahier des charges annexé au projet de loi. Son point de départ à Lyon a été choisi de manière à ce qu'il fût facile de l'unir plus tard, sans solution de continuité, au chemin de Lyon à Paris. Il commence au ruisseau de Roche-Cardon, sur la rive droite de la Saône, en amont de Lyon, franchit la Saône sur un pont, traverse la presqu'île Perrache et le Rhône sur un nouveau pont, et se trouve ainsi sur la rive gauche du fleuve qu'il ne laisse plus; il en suit le cours, quelquefois même s'établit dans ses eaux ; il touche en passant Vienne, Valence et Avignon, se réunit ou pourra se réunir plus tard, par de très courts embranchements, au pont projeté en face de Gisors, et aux villes de Montélimart, Orange, Tarascon et Arles; il longe ensuite le canal de Bouc, passe sur un pont l'étang de Caronte, perce les montagnes qui dominent le territoire de Marseille par un souterrain de 3,640 mètres sous le hameau de la Nerthe; enfin, après un parcours total de 351,432 mètres 40 centimètres, il arrive à Marseille à l'entrée du faubourg Saint-Lazare et va se terminer dans l'anse de la Joliette.

Par deux embranchements placés à ses extrémités il joindra, du côté de Lyon, les Brotteaux, et à Marseille, la place Pentagone.

De Lyon jusqu'aux Martigues, les plus fortes pentes sont de trois millimètres par mètre, et on espère même les réduire à deux millimètres et demi. Des Martigues à Marseille, dans une étendue de 26,528 mètres, elles sont de 5 millimètres. Le chemin aura deux voies sur toute sa longueur, et trois ou quatre aux points de départ et d'arrivée.

Aucune objection sérieuse n'a été élevée contre les détails de ce tracé.

Les enquêtes prescrites par la loi du 7 juillet 1833 ont été faites dans les départements du Rhône, de l'Isère, de la Drôme, de Vaucluse et des Bouches-du-Rhône. Partout l'utilité publique du chemin a été reconnue, son tracé n'a été critiqué que par quelques propriétaires dont il doit gêner ou morceler les propriétés. Ces réclamations du droit de propriété vivement atteint, sont naturelles ; elles devaient être entendues ; mais, ainsi le permet la constitution du pays et la loi de toutes les sociétés, elles doivent être sacrifiées à un grand intérêt public et se changer en un simple droit d'indemnité.

Toutefois, la direction générale du chemin de fer a subi deux critiques, dont nous devons vous rendre compte.

On a, dans le sein de votre Commission, blâmé le Gouvernement de vouloir l'établir sur la rive gauche du fleuve ; on croirait préférable de lui faire suivre la rive droite, depuis Lyon jusqu'à Tarascon où il franchirait le Rhône pour aller reprendre le tracé de la rive gauche. Il traverserait ainsi les départements du Rhône, de la Loire, de l'Ardèche et du Gard. Il donnerait la vie à des contrées souffrantes ; il approvisionnerait Lyon et Marseille des soies, des vins et des richesses minérales du Gard et de l'Ardèche ; surtout il serait mieux établi dans l'intérêt de la défense du royaume ; protégé par le cours du Rhône, il conserverait de libres et actives communications entre Lyon et la mer, après même que l'ennemi se serait rendu maître des départements qui sont entre ce fleuve et les Alpes. Au surplus, les études du tracé, par la rive droite, faites par le même ingénieur et avec le même soin que celles de la rive gauche, prouvent que l'excédant de longueur serait peu considérable, et l'on ne rencontrerait pas des torrents plus redoutables que l'Isère, le Roubion, la Drôme et la Durance.

Ces raisons, Messieurs, n'ont pu déterminer votre Commission à préférer la rive droite.

Nous avons été frappés d'abord de ce que, sans efforts d'aucun Gouvernement, par le seul instinct des intérêts privés, toutes les communications entre Lyon et la mer se sont établies sur la rive gauche du fleuve ; les populations s'y sont réunies et de grandes villes s'y sont formées.

L'aspect des lieux explique cet état de choses et justifie notre préférence pour la rive gauche. De ce côté en effet, la pente des montagnes est insensible ; vous traversez des plaines. A droite, au contraire, le pied des Cévennes descend dans le lit du fleuve et c'est sur leurs flancs abruptes que vous serez forcés de vous avancer : ici votre ligne de fer aura pour clôture, à l'ouest, les montagnes qui la porteront ; là elle pourra recevoir par de nombreux embranchements les riches produits des vallées qu'elle traversera. A droite, elle ne rencontrera que des populations rares et des bourgs et villages peu importants ; à gauche des campagnes fertiles, des villes riches et populeuses. Ce n'est pas tout : sur la rive droite vous parcourez sans cesse des terrains inégaux et tourmentés ; vous trouvez à chaque pas des torrents qui n'ont pas de lit déterminé et qui détruiraient les travaux par lesquels on aurait voulu régulariser leur passage ; vous serez forcés de couper les rochers, de creuser prés de 8,000 mètres de souterrains, de vous établir dans le lit du fleuve sur une étendue de 20,000 mètres. Vous auriez un chemin plus difficile, moins productif et qui vous aurait coûté 8 millions de plus que celui de la rive gauche.

Le tracé du chemin en ce qui concerne la défense militaire du royaume a été l'objet de conférences entre l'ingénieur en chef qui l'a proposé, et le directeur des fortifications à Grenoble, et les chefs du génie à Lyon, Valence, Avignon et Marseille. Le chef du génie à Marseille s'est seul opposé à l'établissement du chemin sur la rive gauche ; le chef du génie à Lyon a fait observer que " le Rhône formant la ligne de défense de l'armée française qui aurait été forcée d'abandonner soit la frontière des Alpes, soit le Var, il serait convenable que le chemin en question fût établi sur la rive droite de ce fleuve ; toutefois, vu la facilité avec laquelle l'ennemi pourrait rendre impracticable cette communication ainsi placée, et les avantages importants que procure le tracé sur l'autre rive, il pense que l'on peut autoriser le projet présenté."

Telle a été aussi l'opinion du directeur des fortifications à Grenoble, des chefs du génie à Valence et à Avignon, du comité des fortifications et enfin de la Commission mixte des travaux publics qui, le 20 mars 1837, a émis l'avis " qu'il y a lieu de donner suite au projet présenté par les ingénieurs des ponts-et-chaussées pour l'établissement d'un chemin de fer de Lyon à Marseille sur la rive gauche du Rhône."

Votre

Votre Commission n'a pu se montrer plus sévère que les autorités militaires qui avaient été consultées. Le chemin de fer, placé sur l'une ou l'autre rive, nous serait éminemment utile jusqu'au moment où des troupes ennemies auraient descendu les Alpes; de ce moment, il nous serait facile d'empêcher qu'elles pussent en profiter, mais il ne leur serait pas moins facile sur la rive droite que sur la rive gauche, de nous en interdire l'usage.

Le second changement demandé dans la direction générale du chemin commencerait à peu près ou finirait celui que nous venons d'examiner: on suivrait la rive gauche du Rhône jusqu'à Avignon, mais là, au lieu de descendre à Tarascon, on remonterait la rive gauche de la Durance jusqu'à Orgon; on passerait à Salon, à Aix, à Fuveau; on traverserait la vallée de l'Huveaune et on aboutirait à Marseille, dans l'anse des Catalans.

Ce tracé, réclamé dans l'enquête par le maire et les membres du conseil municipal de la ville d'Aix, a été vivement défendu dans le sein de votre Commission. On a fait remarquer les inconvénients que présente la direction proposée par le Gouvernement; le chemin de fer, si elle est adoptée, traversera de Tarascon à Marseille des contrées steriles et désertes qui ont déjà pour moyens de communication le canal de Bouc et la mer; au contraire, on délaisse le ville d'Aix, l'ancienne capitale de la Provence, placée aujourd'hui entre Marseille et Lyon; on porte loin d'elle l'activité et la vie; on ne refuse pas de lui donner, on la dépouille. On prive le chemin de fer des riches produits que lui fourniraient les vallées voisines, des lignites de Trets, de La Poncière et du plateau de Gréasque, des voyageurs et des marchandises des Basses-Alpes et du Var.

Ces considérations sont graves; elles méritaient d'exciter tout l'intérêt de la Commission; elles ont dû céder cependant devant une sorte de nécessité.

Le chemin de fer, à son point de départ à Lyon, est élevé de 170 mètres 70 centimètres au dessus du niveau de la mer. Il descend, par une pente très douce, de Lyon jusqu'à la Durance, où il si trouve à 23 mètres 5 centimètres, après un parcours de 236,504 mètres 90 centimètres. A partir de ce point, en suivant le tracé du projet de loi, il continue à descendre encore jusqu'à l'étang de Caronte; il remonte alors la montagne de la Nerthe, où sa plus grande hauteur est de 83 mètres 78 centimètres. Au contraire, par le tracé que l'on voudrait y substituer, il reprendrait, après un parcours de 77,689 mètres, l'élévation qu'il avait à son point de départ; il arriverait à Aix situé à la même hauteur que Lyon; après 20,110 mètres, il s'éleverait encore de 90 mètres de plus, et, par une inclinaison très rapide, viendrait se terminer à Marseille, après un trajet de 34,059 mètres. Il résulte de cette situation des lieux que les pentes du chemin seraient, en beaucoup de points, de 6, de 7, et même de 10, de 11 et de 12 millimètres; et cependant, pour les diminuer, on accepte un tracé plus long de 18,027 mètres 50 centimètres que celui du projet de loi; on creuse au pied du village de Fuveau un souterrain de 5,348 mètres de longueur. Ajoutez que pour maintenir le rapprochement nécessaire entre le chemin de fer et le canal de Beaucaire, il serait indispensable de faire sur Tarascon un embranchement qui aurait 15,090 mètres de longueur.

La nature a mis entre Avignon et Marseille deux chaînes de montagnes que le chemin évite et tourne dans le projet du Gouvernement, qu'il devrait franchir dans le projet que nous examinons. Il y aurait nécessité de regagner à Aix la hauteur de son point de départ, et au-delà d'Aix, des points encore plus élevés; il offrirait des pentes d'une excessive rapidité, dangereuses pour les voyageurs, et qui rendraient très dispendieux l'entretien des rails et des machines; il demanderait de plus longs souterrains et un surcroît de dépenses qui a été évalué à 9 millions. Il rendrait les transports plus coûteux et plus lents; il perdrait une partie de l'importance commerciale et politique qu'il peut avoir. Votre Commission ne pouvait adopter ce changement.

Cependant, malgré le soin avec lequel ce chemin de fer a été étudié, malgré l'approbation sans réserve que le conseil général des ponts-et-chaussées a donné à ces études, on a soutenu que des explorations nouvelles pourraient faire rencontrer dans les gorges des montagnes qui environnent la ville d'Aix, une direction moins difficile; on s'est appuyé de l'opinion d'un ingénieur des mines, dont le travail a été mis sous les yeux de votre Commission. Nous ne partageons pas cet espoir; il ne nous a pas paru assez motivé pour faire suspendre l'adoption du projet de loi. Mais votre Commission estimerait trop haut l'avantage de faire passer par Aix le chemin de Lyon à Marseille, pour ne pas engager le Gouvernement à tenter de nouvelles études, si le projet n'est pas converti en loi cette année, ou si la concession que vous avez autorisée ne peut avoir lieu.

Quant à présent, nous vous proposons d'adopter le tracé du chemin de Lyon à Marseille tel qu'il est indiqué dans l'art. 2 du cahier des charges.

§ III. Le chemin de fer de Lyon à Marseille est utile.

La direction que lui donne le projet de loi est convenable.

Mais quels moyens le Gouvernement peut-il employer pour obtenir l'accomplissement d'un si grand travail?

Il vous propose:

De recourir aux efforts et aux capitaux de l'industrie privée,

De l'exciter et la seconder en garantissant pendant trente ans, l'intérêt à 4 pour cent des fonds nécessaires pour l'établissement du chemin. L'une de ces propositions se retrouve dans toutes les entreprises de chemins de fer que le Ministère a soumises à l'approbation de la Chambre: l'autre est spéciale au projet de loi dont l'examen nous a été confié.

Nous vous demanderons, Messieurs, d'adopter la première, mais ce ne sera pas sans exprimer le regret de n'avoir pu faire mieux. Nous savons apprécier les services que rend l'esprit d'association réunissant, pour une entreprise d'utilité générale, des ressources particulières qui resteraient stériles dans leur isolement. Il convient au pouvoir de provoquer

ces services et de les encourager, car ainsi peut s'accomplir, par les études et les spéculations légitimes de l'intérêt privé, une partie de la tâche qui lui est imposée de procurer à la société tout le bien-être dont elle doit jouir.

Cependant tous les travaux d'utilité générale ne peuvent être confiés à l'esprit d'association. Les uns importent trop à la sécurité ou à la prospérité du pays, pour que le Gouvernement n'en remette pas la direction à des agents de son choix, et n'en prenne pas l'exécution sous sa responsabilité; les autres, par leur nature, ne sont pas l'occasion d'un produit appréciable en argent, et ne promettent aucun dédommagement à l'industrie particulière qui les entreprendrait.

Les chemins de fer ne peuvent être rangés dans cette dernière classe; ils fournissent de plus puissants moyens d'action à tous les genres d'industrie; ils leur épargnent du temps et des frais; rien n'empêche que les dépenses qu'ils ont entraînées ne soient remboursées sur les bénéfices des intérêts privés qu'ils ont servis.

Mais il font autre chose que présenter des facilités à l'industrie et des bénéfices à l'intérêt privé. Indépendamment de cet avantage déjà si grand, ils sont destinés à en avoir un plus grand encore. Nous nous attachons de plus en plus à cette unité nationale qu'organisèrent, il y a cinquante ans, les travaux de l'Assemblée constituante. Nos lois, nos mœurs, nos usages contribuent de jour en jour á la fortifier. Les limites des anciennes provinces ont disparu; les traces de leurs vieux idiomes s'effacent; les époques de leur agglomération ne sont plus qu'une histoire presque oubliée. Confondus dans les camps, dans les écoles, sous les mêmes maîtres et sous les mêmes drapeaux, les Français du Nord sont les frères des Français du Midi, et tout ce qui tend à resserrer les liens de notre unité sociale est au nombre des intérêts les plus pressants du pays.

Rien ne pourrait y tendre plus activement que les grandes lignes de fer, ces merveilleuses voies de communication qui, par la rapidité du voyage, engagent les populations à se mêler et à confondre les produits de leur territoire et de leur travail. Les extrémités de la France seront plus rapprochées et plus unies, lorsque moins de trois jours suffiront pour franchir la distance qui sépare Lille de Marseille, et Strasbourg de Bordeaux.

Au centre de ces communications se trouverait la capitale du royaume, et un autre grand intérêt public serait ainsi satisfait; l'action du pouvoir central, trop souvent dissipée dans une préoccupation trop minutieuse des intérêts locaux, s'exercerait plus prompte et plus puissante que jamais pour les objets qui doivent véritablement appeler sa sollicitude. Ne serait-ce rien que cette facilité de la porter en peu d'instants sur toutes les frontières du royaume, de faire arriver dans une nuit des troupes fraîches et prêtes au combat de Paris aux bords du Rhin, de Lyon au pied des Alpes?

Nous croyons donc que les principales lignes de communication destinées à unir le nord au midi, l'est à l'ouest, et Paris à toute les extrémités du royaume, ne sont pas seulement d'intérêt commercial, mais surtout d'intérêt national; qu'il serait bon que le Gouvernement les fît exécuter avec toutes les ressources de zèle et de science qui sont à sa disposition, qu'elles lui appartînssent, et qu'il pût, à sa volonté, sans consulter aucun intérêt privé, les conserver, s'en servir, ou, si des malheurs l'exigeaient, les détruire.

Des considérations d'un autre ordre militent encore en faveur de cette opinion.

Aucune fortune commerciale quelque puissante qu'elle soit, ne peut entreprendre, à ses risques et périls, ces immenses et dispendieux travaux; ils appartiennent nécessairement à des sociétes anonymes. Rien n'est plus incertain que la valeur des actions au moment où elles sont émises; qui pourrait calculer à l'avance les revenus qu'elles fourniront? mais les succès obtenus par de semblables entreprises dans des États voisins, l'attrait de la nouveauté, la faiblesse des imaginations hasardeuses que la loterie et les jeux publics ne viennent plus satisfaire, quelquefois aussi d'audacieuses intrigues leur créent une valeur idéale; on les sollicite pour les revendre; on s'inquiète moins des chemins de fer que de la hausse que l'on espère; les actions deviennent un instrument de jeu et d'agiotage plutôt qu'un moyen de réunir des capitaux réels et utiles; en les créant, on a offert au jeu un nouvel appât; les uns acquièrent une opulence scandaleuse, les autres subissent une ruine sans honneur; le goût du travail sérieux disparaît et le chemin tombé aux mains de quelques actionnaires qui sont riches sans lui, d'un grand nombre qui sont ruinés par lui, ne s'achève jamais.

Que s'il est achevé, si la compagnie concessionaire a commencé l'exploitation, un autre danger se présente: plusieurs dispositions du cahier des charges joint au projet de loi indiquent suffisamment que la compagnie concessionnaire du chemin n'en aura pas le monopole, qu'elle sera obligée d'y recevoir les moyens de transport que voudraient y présenter tous particuliers ou toute autre compagnie; tel est le droit; mais, en fait, est-il vrai que toute autre personne pourra, en payant le péage fixé, y entretenir des machines locomotives, ou des wagons qui seront dirigés par les machines locomotives de la compagnie? Ne voulant pas nous fier exclusivement à nos convictions personnelles et unanimes, nous avons consulté à cet égard M. le Directeur général des ponts-et-chaussées; il nous a répondu que cette concurrence serait très difficilement compatible avec les précautions si rigoureuses dont les chemins de fer doivent être l'objet; nous la croyons à peu près impossible.

Mais, du moins, la compagnie, propriétaire du chemin et des moyens de transports, sera-t-elle obligée de les prêter à tous indistinctement et impartialement? Oui, encore en droit; mais, dans la pratique, avec ce puissant moyen de célérité et d'exactitude, que de spéculations ne peut-elle pas entreprendre pour elle-même? Que de faveurs ne peut-elle pas accorder? Quel puissante influence ce monopole ne peut-il pas avoir sur les relations commerciales de deux grandes villes?

L'agiotage et le monopole, voilà les deux dangers que nous redoutons en abandonnant les principaux chemins de fer à des entreprises particulières.

Et

Et nous regretterions que les premiers grands essais tentés dans notre pays fussent déconsidérés par les maux qu'ils auraient produits.

Il nous aurait d'ailleurs paru désirable que le Gouvernement choisît une ligne importante sur laquelle le corps savant qui est à sa disposition pût donner aux entreprises particulières une sorte de modèle de toutes les améliorations, de tous les perfectionnements qui manquent encore aux chemins de fer.

Ces considérations nous auraient conduits à vous proposer de lui confier l'exécution du chemin que nous avons étudié.

Mais les dépenses que le Trésor public aurait eu à faire se seraient élevées à des sommes considérables; la Chambre aurait probablement hésité devant de tels sacrifices en face de l'état de nos finances; une opinion commune dont on ne peut méconnaître la puissance semble d'ailleurs appeler presque exclusivement l'industrie particulière aidée par l'État à l'exécution de ces travaux; nous avons reculé devant ces obstacles; nous acceptons la première proposition que nous fait le Gouvernement.

Ainsi l'État n'exécutera pas; il adjugera l'entreprise, et il fournira une subvention à l'adjudicataire.

Votre Commission, Messieurs, ne pouvait s'occuper du moyen proposé pour le choix de l'entrepreneur; elle ne pouvait apprécier et comparer les avantages de l'adjudication à ceux de la concession directe, indiquer sa préférence pour l'un ou l' autre mode; les études du tracé ont été faites par le Gouvernement; personne ne se présente pour demander une concession directe; l'adjudication est une mesure obligée.

Mais à quelles conditions se fera-t-elle? Quel secours l'État fournira-t-il à l'adjudicataire?

Suivant le projet de loi, le Gouvernement s'engagerait, pendant le laps de trente années à dater du jour où le chemin de fer sera terminé et livré à la circulation, à garantir à la Compagnie concessionnaire un minimum d'intérêt de 4 pour 100. Ce mode de subvention serait particulier à la concession du chemin de fer de Lyon à Marseille: suivant les projets de loi qui vous ont été présentés pour les chemins de Paris à la frontière de Belgique, de Paris à Rouen et de Paris à Orléans, l'État aiderait les concessionnaires en leur fournissant une partie du capital nécessaire à leurs travaux. Ces deux modes de subvention sont ainsi en présence; la Chambre devra se prononcer entre eux. La Commission devait exprimer son avis.

Sur cette question elle s'est divisée. La minorité, et il a été permis au rapporteur de déclarer qu'il en faisait partie, préfère le concours du Gouvernement par garantie d'intérêt; la majorité accorde, au contraire, la préférence au concours du Gouvernement par l'avance d'une partie du capital.

Lorsque vous garantissez, dit-on à l'appui de la première opinion, les intérêts du capital qui sera employé dans les travaux, vous faites prendre à l'État un engagement qui ne commencera qu'après et à condition que les travaux seront achevés; vous vous assurez, ce qui doit être le but du concours accordé par le Gouvernement, vous vous assurez la pleine et parfaite exécution d'un projet que vous avez cru utile au pays; vous ne vous exposez pas à des dépenses sans résultat, à des sacrifices sans dédommagement.

L'expérience n'a pas appris encore si ce mode de subvention était plus efficace que l'autre pour attirer et réunir les capitaux nécessaires à de si grandes entreprises, mais il est facile de voir que chacun d'eux s'adresserait à des capitaux différents. L'actionnaire de la Compagnie à laquelle l'État fournit une partie de son capital n'a aucun revenu assuré; il n'est même pas certain de l'achèvement du chemin qui doit donner une valeur à son action. Le rentier prudent, le propriétaire timide qui aura pu épargner une partie de ses revenus, le travailleur économe qui aura pu conserver quelques fruits de son travail, ne les confieront pas à de telles entreprises; elles seront recherchées au contraire par le spéculateur hardi qui calcule que son action représente à la fois le fonds qu'il a versé et une part proportionnelle de celui que l'État fournit; qu'ainsi elle augmente chaque jour de valeur vénale; que l'engouement, l'ardeur du jeu peuvent lui en donner une autre encore, qui songe à la revendre à la première occasion favorable, bien plus qu'au revenu qu'elle pourra lui procurer dans un temps éloigné. Les actions, avec ce mode de subvention, ne seront qu'un aliment nouveau fourni à l'agiotage; il y aura sans doute toujours de l'agiotage; il s'attachera inévitablement à toutes ces entreprises particulières, mais il sera beaucoup moins excité par la garantie d'intérêts.

Les actions, ainsi garanties, seront achetées avec des capitaux réels; leur principale valeur sera dans le revenu certain qu'elles présenteront, leur valeur accessoire dans le revenu éventuel qu'elles promettront; ce seront des titres de famille que l'on ne revendra que par nécessité, et non par spéculation.

Dans le calcul des dépenses nécessaires pour achever ces grands travaux, il peut y avoir bien des mécomptes; les fonds primitivement réunis peuvent être insuffisants. Il faut trouver des actionnaires nouveaux; ils profiteront, comme les actionnaires primitifs, de la garantie d'intérêts; le taux de l'intérêt diminuera, il est vrai, à mesure que s'accroîtra le capital; il se réduira à 3 et demi, à 3 pour 100; du moins il y aura toujours un revenu assuré. Mais, avec le second mode de subvention, comment obtiendrez-vous de nouveaux fonds, qui ne seront plus encouragés par un concours proportionnel de l'État, qui redouteront une déchéance et des adjudications au rabais, et qui calculeront peut-être qu'il leur serait plus avantageux de profiter d'une telle adjudication que de soutenir l'entreprise primitive?

La minorité de votre Commission pense que la subvention par garantie d'intérêt offre, quoique dans un bien moindre degré, deux des avantages de la confection directe des travaux par l'État; qu'elle prête moins à l'agiotage, et qu'elle permet au Gouvernement, par son in-

tervention nécessaire dans les opérations de la compagnie, d'assurer une bonne exécution des travaux et de s'opposer aux abus du monopole.

La majorité de votre Commission n'a trouvé, au contraire, de véritable avantage à la subvention par garantie d'intérêt, que celui de n'engager l'État qu'après que le chemin est achevé, et peut-être aussi d'appeler plus sûrement les capitaux; mais le premier de ces résultats serait à peu près obtenu si la subvention en capital n'est fournie que par portion, successivement et après la confection de chaque partie du chemin.

On ne concevrait pas, au surplus, que l'agiotage s'exerçât sur des actions qui ne représentent qu'un revenu éventuel plus que sur des actions qui jouissent du double et précieux avantage de représenter à la fois un revenu éventuel et un revenu fixe et solidement garanti.

Il importe assez peu de faire intervenir l'État dans les opérations d'une compagnie particulière, et de le faire participer, sous quelque rapport, à ses bénéfices et à ses pertes. Il y a long-temps que le régime des régies intéressées est apprécié et condamné.

L'État aurait intérêt à trouver chaque année dans les produits du chemin de fer un revenu net qui le dispensât de fournir tout ou partie de la somme qu'il aurait garantie. L'intérêt de la compagnie serait, au contraire, d'employer, pendant la durée de la garantie, les produits du chemin de fer, d'abord à l'entretenir, ensuite à l'améliorer, laissant à ses actionnaires, pour trente ans, l'intérêt promis par le Gouvernement, et leur ménageant pour l'avenir des revenus plus considérables. Quelles seraient donc les dépenses qui devraient être prélevées sur le produit brut du chemin? Comment les distinguer? Ce serait entre la compagnie et le Gouvernement une cause incessante de difficultés, et le résultat vraisemblable serait d'assujétir l'État à payer tout l'intérêt qu'il aurait garanti.

A ce compte, la subvention en garantie d'intérêts devient infiniment plus onéreuse qu'une subvention en capital; elle engage beaucoup trop le Trésor public, et pour un temps éloigné où cet engagement pourrait être très onéreux. Payer 4 pour 100 pendant trente ans, c'est payer plus que le capital employé aux travaux, successivement, à la vérité, mais aussi sans aucun dédommagement financier.

Ce mode de subvention est donc imprudent; il engage trop l'avenir; il suscite des débats sans fin entre l'État et la compagnie.

Cependant, Messieurs, il fallait songer avant tout à la création d'un chemin de fer qui nous paraissait utile. La majorité de votre Commission, tout en préférant une subvention en capital, n'exclut pas d'une manière absolue le secours donné par garantie d'intérêts; elle l'admet, s'il est nécessaire; elle ne veut refuser aucun mode de concours qui puisse appeler les capitaux. En conséquence, nous vous proposerons d'autoriser le Gouvernement à adjuger la concession du chemin de fer de Lyon à Marseille, avec engagement pris par l'État de fournir une portion déterminée du capital qui y sera employé; et s'il ne se présentait aucun concessionnaire à cette adjudication, à en tenter une seconde avec garantie des intérêts.

Dans ce dernier cas, le taux de l'intérêt serait de 4 pour cent, tel qu'il est proposé par le projet de loi. Il est même juste de remarquer que l'intérêt ne sera pas aussi élevé qu'il semble l'être, puisqu'il faut en déduire une portion représentant l'amortissement du capital qui sera complétement perdu à la fin de la concession.

Dans le premier cas, votre Commission vous propose d'accorder à titre de subvention le quart du capital nécessaire; c'est la proportion adoptée par le Gouvernement pour le chemin de Paris à la frontière de Belgique.

Dans l'un et l'autre cas, il faut déterminer un maximum de dépenses au dessus duquel l'État ne fournirait plus ni subvention proportionnelle, ni garantie proportionnelle d'intérêt. La somme de 70 millions, évaluation du projet de loi, ne nous a pas paru exagérée; nous vous proposons de l'accepter.

Ainsi deux adjudications publiques pourront successivement être essayées. Par l'une, l'État promettrait une partie de la dépense, par l'autre, il garantirait 4 pour cent d'intérêt. Dans l'un et l'autre cas, la dépense ne serait admise que jusqu'à concurrence de 70 millions. Il reste à savoir quel sera l'aliment de l'enchère, sur quoi portera le rabais.

L'art. 2 du projet de loi le faisait porter sur la durée de la concession, qui n'aurait pu excéder quatre-vingt-dix-neuf ans; nous admettons que la concession soit faite pour quatre-vingt-dix-neuf ans; mais nous croyons peu utile d'obtenir, par les enchères publiques, un rabais sur cette durée. L'État se réserve, et cette réserve est écrite dans le cahier des charges de racheter la concession à toute époque, après l'expiration du délai de garantie. La gêne que peut imposer au commerce le monopole d'une compagnie propriétaire, la convenance que l'on trouvera plus tôt ou plus tard à livrer au public ces chemins sans droits de péage, l'utilité nationale qu'ils présentent, les chances politiques qui, dans le cours d'un siècle, peuvent obliger l'État à s'en rendre maître, tout nous fait penser que la durée de la concession ne s'écoulera pas sans que l'État use de son droit de rachat; quelques années de moins dans la durée, obtenues par l'enchère, ne nous semblent d'aucune importance.

Mais il est juste que l'État ne vienne au secours des concessionnaires qu'autant qu'ils le croient utile eux-mêmes, pour attirer les capitaux dont ils ont besoin; c'est donc sur les sacrifices qu'il fait, sur la subvention qu'il accorde, que la concurrence doit s'établir.

Lorsque la subvention est en capital, le rabais porte sur la portion du capital promis par l'État.

Si la concession est faite avec garantie d'intérêt, il peut porter sur le taux de l'intérêt ou sur le temps pour lequel il est garanti. Nous avons cru que le jeu des enchères s'exercerait beaucoup plus librement et plus utilement sur la durée de la garantie.

§ IV. Après avoir rendu compte à la Chambre de notre opinion sur l'utilité et la direction du chemin de fer de Lyon à Marseille, sur les moyens financiers par lesquels il peut être concédé et encouragé, il nous reste à nous expliquer sur les autres dispositions du projet de loi et sur le cahier des charges.

Du

Du moment où l'adjudication est faite, elle confère au concessionnaire des droits qu'il est bon de définir; elle lui impose des obligations qui doivent être réglées à l'avance; enfin, elle rend nécessaires des mesures administratives, protectrices des intérêts publics et privés.

Le cahier des charges a pour objet de détailler ces droits et ces obligations; il indique quelques-unes de ces mesures. L'art. 6 du projet de loi veut, avec raison, que toutes celles qui ne seraient pas déterminées à l'avance, soient prises par des réglements d'administration publique.

Cette manière de soumettre à l'examen de la Chambre toutes les conditions de la concession, en annexant le cahier des charges au projet de loi, a été déjà suivie; elle n'appelle pas sur chacune des conditions un vote direct, et la Chambre peut cependant en faire l'objet d'un vote; elle délivre nos lois sur ces matières des interminables détails des bills du Parlement anglais. Votre Commission admet cette forme à la condition toutefois que le cahier des charges ne contiendra que des dispositions qui puissent être matière de conventions ou de mesures de police; mais qu'aucune d'elles ne sera de nature à engager la fortune publique, ou à porter atteinte à quelque loi existante; une telle disposition doit être directement et formellement soumise au vote des Chambres, et, par conséquent, être article de loi.

Ainsi les art. 4 et 5 du projet, dont l'un permet, après la durée de la garantie, de réviser de quinze en quinze ans les tarifs, dont l'autre permet au Gouvernement, après le même délai, de racheter la concession, n'engageant en aucune manière le Trésor public, ne portant atteinte à aucune de nos lois, nous proposons à la Chambre de les retrancher du projet et de les laisser dans le cahier des charges, où ils forment déjà le dernier paragraphe de l'art. 36, et l'art. 45.

Mais, par contre, nous trouvons dans le cahier des charges deux dispositions qui, si elles étaient admises, devraient faire partie de la loi que vous voterez.

L'art. 35 est ainsi conçu: "Pendant toute la durée de la concession, les terrains occupés par le chemin de fer et par ses dépendances seront exempts de toutes contributions foncières ou autres.—Les bâtiments et magasins dépendant de l'exploitation du chemin de fer seront assimilés pour l'impôt aux propriétés bâties dans la localité.—L'impôt dû au Trésor sur le prix des places ne sera prélevé que sur la partie du tarif correspondant au prix de transport." Un article, dont le premier paragraphe déroge à toutes nos lois en matière d'impôts, devrait évidemment figurer dans la loi et non dans le cahier des charges.

Votre Commission, au surplus, n'a pu l'adopter tel qu'il est présenté: le second et le troisième paragraphes sont justes; mais le premier introduirait dans notre législation une exception qui ne doit pas être admise.

Il a été réglé par l'article premier de la loi du 25 avril 1803 que "tous les canaux de navigation qui seront faits à l'avenir, soit aux frais du domaine public, soit aux dépens des particuliers, ne seront taxés à la contribution foncière qu'en raison du terrain qu'ils occupent, comme terre de première qualité." Cette règle a été invariablement suivie pour les canaux; elle a été plus tard appliquée à tous les chemins de fer, autorisés soit par des ordonnances, soit par des lois, à temps ou à perpétuité. L'innovation que l'on propose ne nous paraît pas motivée; si l'on n'a songé qu'à accorder aux concessionnaires un autre avantage que la subvention, cet avantage serait de faible importance, et il vaudrait mieux l'accorder de toute autre manière que par une exemption d'impôts qui retomberait à la charge des communes traversées par le chemin. La Commission ajoutera au projet de loi l'article qui a été inséré dans les cahiers des charges des chemins de Cette à Montpellier et de Paris à Versailles, autorisés par les lois du 9 juillet 1836.

2°. Suivant l'article 52 du cahier des charges, "Les agents et gardes que la compagnie établira, soit pour opérer la perception des droits, soit pour la surveillance et la police des chemins et des ouvrages qui en dépendent, pourront être assermentés et seront, dans ce cas, assimilés aux gardes champêtres." Cette disposition est utile, mais ne peut faire partie d'un cahier des charges; nous l'introduirons dans la loi avec une légère modification.

A ces deux articles votre Commission en ajoutera un autre: par l'un des projets que le Ministre du commerce a présentés à la Chambre, le concessionaire est autorisé à introduire, en franchise de tous droits, une partie du fer laminé qu'il emploiera à l'établissement de son chemin de fer. Cette faculté nous a paru utile, bien moins aux divers concessionnaires qu'à toutes les industries qui emploient le fer en France, et qui seraient exposées à une haus se ruineuse par la nouvelle et immense consommation que nos projets de loi vont ouvrir; mais cette restitution de droits doit évidemment être autorisée par une disposition législative.

Enfin, le Gouvernement a modifié par une production récente les articles 32 et 46 de la convention provisoire passée pour le chemin de Paris à la frontière de Belgique; les articles 32 et 46 du cahier des charges pour le chemin de Lyon à Marseille doivent recevoir les mêmes modifications. Nous vous proposons de les adopter avec quelques autres qui sont la conséquence obligée des changements que nous avons faits au projet de loi, et que nous venons de vous indiquer.

Appendix, No. 6.

Report on the Railway from Lyons to Marseilles.

PROJET DE LOI.

Projet De Loi Présenté par le Gouvernement.	*Projet De Loi Amendé par la Commission.*
Article premier.—Le Gouvernement est autorisé à procéder, par la voie de la publicité et de la concurrence, à la concession du chemin de fer de Lyon à Marseille, conformément aux clauses et conditions du cahier des charges annexé à la présente loi.	Article premier.—Comme au projet.
Art. 2.—La durée de la concession *n'excédera pas* 99 ans; *le rabais de l'adjudication portera sur cette durée.*	Art. 2.—La durée de l'adjudication sera de 99 ans.
	Art. 3.—L'adjudication sera faite à la charge par l'État de fournir une subvention qui ne pourra excéder 49,857 fr. 50 c. par kilomètre de chemin de fer exécuté, et sans que le montant cumulé des subventions pour la longueur entière du chemin, tel qu'il est décrit à l'article 2 du cahier des charges, puisse excéder la somme de 17,500,000 fr. Cette subvention sera payée de quartre kilomètres en quatre kilomètres achevés. Le rabais portera sur la somme de 17,500,000 francs, montant intégral de la subvention.
Art. 3.—*Le Gouvernement s'engage, pendant le laps de trente années, à dater du jour où le chemin de fer sera terminé et livré à la circulation, à garantir à la Compagnie concessionnaire un minimum d'intérêt de 4 pour cent.*	Art. 4.—Dans le cas où il ne se serait présenté aucun adjudicataire aux conditions énoncées en l'article précédent, le Gouvernement est autorisé à procéder à une nouvelle adjudication avec promesse, au nom de l'État, de garantir, pendant un laps de temps qui commencera le jour où le chemin de fer sera terminé et livré à la circulation, et qui ne pourra excéder 30 années, un minimum d'intérêt de 4 pour cent à la Compagnie concessionnaire.
Le capital auquel s'appliquera cette garantie se composera du prix des travaux, de l'intérêt de ce prix pendant la durée des travaux à 4 pour cent au plus, ainsi que des frais de direction et d'administration, sans pouvoir, en aucun cas, excéder le chiffre de 70 millions. Un réglement d'administration publique déterminera les formes suivant lesquelles la Compagnie sera tenue de justifier, vis à vis du Gouvernement, de ses dépenses et de ses recettes.	Les § 2 et 3 comme au projet.
	Dans le cas prévu par le présent article, le rabais portera sur le maximum du temps pendant lequel l'État garantit un intérêt de 4 pour cent.
Art. 4.—*A l'expiration de la garantie stipulée à l'article précédent, et au bout de chaque période de quinze années, à dater de cette expiration, le tarif pourra être révisé; et s'il est reconnu que le dividende moyen des quinze dernières années a excédé 10 pour cent du capital primitif de l'action, le tarif sera réduit dans la proportion de l'excédant.*	Supprimé.—Forme le dernier § de l'art. 36 du cahier des charges.
Art. 5.—*A tout époque, à dater de l'expiration du délai de garantie stipulé en l'art. 2, le Gouvernement aura la faculté de racheter la concession entière du chemin de fer de Lyon à Marseille; ce rachat aura lieu au taux moyen du cours des actions pendant les trois dernières années qui précéderont celle où le Gouvernement se décidera à faire usage de la faculté que lui confère le présent article.* *Le paiement du prix de rachat sera préalable à la prise de possession du chemin de fer par le Gouvernement.*	Supprime.—Forme l'art. 45 du cahier des charges.
	Art. 5.—La contribution foncière sera établie en raison de la surface des terrains occupés par le chemin de fer et par ses dépendances; la cote en sera calculée comme pour les canaux, conformément à la loi du 25 avril 1803, dans la proportion assignée aux terres de meilleure qualité. Les bâtiments et magasins dépendants de l'exploitation du chemin de fer seront assimilés aux propriétés bâties dans la localité. L'impôt dû au Trésor sur le prix des places ne sera prélevé que sur la partie du tarif correspondant au prix de transport des voyageurs.

Projet De Loi Présenté par le Gouvernement.	*Projet De Loi Amendé par la Commission.*
Art. 6.—Les droits qui auront été perçus à l'importation des fers laminés, seront restitués pour la cinquième partie de tous les fers laminés employés à l'établissement du chemin.	
Art. 7.—Les agents et gardes que la Compagnie concessionnaire établira, soit pour opérer la perception des droits, soit pour la surveillance et la police du chemin et des ouvrages qui en dépendent, pourront être agréés par l'Administration et prêter serment, et seront, dans ce cas, assimilés aux gardes champêtres.	
Art. 6.—Des réglements d'administration publique *préparés de concert avec la compagnie, ou du moins après l'avoir entendue,* détermineront les mesures et les dispositions nécessaires pour assurer la police, la sûreté, l'usage et la conservation du chemin de fer et des ouvrages qui en dépendent. Les dépenses qu'entraînera l'exécution de ces mesures et de ces dispositions, resteront à la charge de la Compagnie. La Compagnie sera autorisée à faire, sous l'approbation de l'Administration, les réglements qu'elle jugera utiles pour le service et l'exploitation du chemin de fer.	Art. 8.—Des réglements d'administration publique, rendus après avoir entendu la Compagnie, détermineront les mesures, etc. (La suite comme au projet.)

MODIFICATIONS *au Cahier des Charges.*

Art. 32.—§ 1er. Faute par la Compagnie d'avoir . . . . . elle encourra la déchéance, et il sera pourvu, *s'il y a lieu,* à la continuation, etc.	Supprimer les mots *s'il y a lieu.*
§ 2. . . . . elle y sera contrainte par toutes les voies de droit.	Ajouter: Le concessionaire ne pourra, toutefois, conserver la jouissance des parties du chemin de fer déjà mises en exploitation, que moyennant la restitution à l'État des subventions qu'il aura reçues. Si cette restitution n'est pas opérée dans le délai qui sera fixé, lesdites parties de chemin resteront la propriété de l'État.
Art. 33.—*Pendant toute la durée ,etc.*	Cet article doit être modifié et rédigé comme l'art. 5 du projet amendé par la Commission.
Art. 36.—Pour indemniser la Compagnie . . . . . le Gouvernement lui concède pendant *le laps de temps qui sera déterminé par l'adjudication à intervenir.*	Pendant quatre-vingt-dix-neuf ans.
Art. 44.—Le Gouvernement s'engage, etc.	Cet article sera rédigé conformément à l'art. 3 du projet amendé par la Commission, pour la première adjudication, et conformément à l'art. 4, pour la seconde.
Art 45.—A toute époque, etc.	Cet article sera également rédigé suivant le mode de subvention employé.
Art. 46.—Quant aux objets mobiliers, etc.	Quant aux objets mobiliers, tels que machines locomotives, wagons, charriots, voitures, matériaux combustibles et approvisionnements de tous genres, et objets immobiliers non compris dans l'énumération précédente, l'État sera tenu de les reprendre à dire d'experts. Si la Compagnie le requiert, et réciproquement si l'État le requiert, la Compagnie sera tenue de les céder également à dire d'experts.
Art. 52.—Les agents et gardes, etc.	Cet article doit être modifié conformément à l'art. 7 du projet amendé par la Commission. L'art. 6 du projet amendé par la Commission, devra former l'article 56 du cahier des charges.

Appendix, No. 7.

Conveyance of Mails by the London and Southampton Railway.

Appendix, No. 7.

CONVEYANCE OF MAILS.

TO the Company of Proprietors of the *London* and *Southampton* Railway.

TAKE notice, that in pursuance of the powers vested in me by an Act of Parliament, passed in the first and second years of the reign of Her present Majesty, intituled, "An Act to provide for the conveyance of the Mails by Railways," I, the undersigned, Thomas William Earl of Lichfield, Her Majesty's Postmaster-general, do, by this writing under my hand, require and direct that the mail-coaches, with the mail and post letter-bags, shall, from and after the 21st day of January next, be conveyed and forwarded by you on your railway, either by the ordinary trains of carriages or by special trains, as need may be, from the railway station at Nine Elms, in the county of Surrey, to the station at Hartley-row, in the county of Hants, and from the railway station at Hartley-row to Nine Elms, once each way in each day of every week (Sundays included), at such times and hours in the day and night, at such rate of speed and to such places as are mentioned and set forth in the time-bills hereunto annexed; and I also require you, at your own costs, to provide and furnish on or before the said 21st day of January next, three proper trucks or frames for the purpose of forwarding the said mail-coaches thereby, and you are hereby required to forward daily three of such coaches, namely, the mails from London for Poole, Devonport, and Exeter, on such trucks, by the trains which will leave the Nine Elms station at 8h. 35m. P. M. for Hartley-row, one of which coaches, namely, the Poole mail, is to be forwarded as far as the Farnborough station, and the other two, namely, the Devonport and Exeter mails, as far as Hartley-row, and three other of such coaches, namely, the return mails for London from Poole, Devonport, and Exeter, are to be daily forwarded by the train which will leave the Hartley-row station for Nine Elms at 3 h. 45 m. A. M., two of which, namely, the Devonport and Exeter, are to be taken up at Hartley-row, and the Poole mail at Farnborough, and such three last-mentioned coaches are to be forwarded to Nine Elms, and that the guards attending the said several and respective mail-coaches shall be conveyed in or upon the same; and I require and direct you to receive, take up, and convey all such mails and post letter-bags as shall for that purpose be tendered to you or any of your officers, servants, or agents, by any officer of the Post-office, and to deliver and leave such mails or post letter-bags, and the guards attending the same, at such places as the Postmaster-general shall in that behalf from time to time reasonably order or direct; and I give you notice that in respect of the services aforesaid I shall require you to give security by bond to Her Majesty, her heirs and successors, conditioned to be void, as in the said Act mentioned and provided.

General Post-office, 21 Dec. 1838. (signed) *Lichfield.*

TIME BILLS referred to by the foregoing Notice.

London and Poole Mail.

London and Southampton Railway Time Bill.

Distance.		Time allowed.				
M.	F.	H.	M.		H.	M.
				Dispatched from the Railway Station, Nine Elms - - - - - at	8	35 P.M.
10	2	0	30	Arrive at Kingston Station - - - at	9	5 —
7	2	0	20	Arrive at Weybridge Station - - at	9	25 —
5	2	0	13	Arrive at Woking Common Station - at	9	38 —
—		0	5	Minutes allowed.		
8	2	0	27	Arrive at the Railway Station, Farnborough at	10	10 —
31	0	1	35			

RETURN.

Distance.		Time allowed.				
M.	F.	H.	M.		H.	M.
				Dispatched from the Railway Station, Farnborough - - - - - at	4	0 A.M.
8	2	0	22	Arrive at Woking Common - - - at	4	22 —
—		0	5	Minutes allowed.		
5	2	0	11	Arrive at Weybridge Station - - at	4	38 —
7	2	0	17	Arrive at Kingston Station - - at	4	55
10	2	0	30	Arrive at the Railway Station, Nine Elms at	5	25 —
31	0	1	25			

(signed) *Lichfield.*

London (viâ *Ilminster*) *and Devonport Mail.*

London and Southampton Railway.

Distance.		Time allowed.				
M.	F.	H.	M.		H.	M.
				Dispatched from the Railway Station, Nine Elms - - - - - - - at	8	35 P.M.
10	2	0	30	Arrive at the Kingston Station - - at	9	5
7	2	0	20	Arrive at the Weybridge Station - - at	9	25
5	2	0	13	Arrive at Woking Common Station - at	9	38
—		0	5	Minutes allowed.		
8	2	0	27	Arrive at Farnborough Station - - at	10	10
7	0	0	15	Arrive at the Railway Station, Hartley-row at	10	25
38	0	1	50			

RETURN.

Distance.		Time allowed.				
M.	F.	H.	M.		H.	M.
				Dispatched from the Railway Station, Hartley-row - - - - - - - at	3	45 A.M.
7	0	0	15	Arrive at Farnborough Station - - at	4	0 —
8	2	0	22	Arrive at Woking Common - - at	4	22 —
—		0	5	Minutes allowed.		
5	2	0	11	Arrive at Weybridge Station - - at	4	38 —
7	2	0	17	Arrive at Kingston Station - - - at	4	55 —
10	2	0	30	Arrive at the Railway Station, Nine Elms at	5	25 —
38	0	1	40			

(signed) *Lichfield.*

London (viâ *Dorchester*) *and Exeter Mail.*

London and Southampton Railway Time Bill.

Distance.		Time allowed.				
M.	F.	H.	M.		H.	M.
				Dispatched from the Railway Station, Nine Elms - - - - - - - at	8	35 P.M.
10	2	0	30	Arrive at the Kingston Station - - at	9	5 —
7	2	0	20	Arrive at the Weybridge Station - - at	9	25 —
5	2	0	13	Arrive at Woking Common Station at	9	38 —
—		0	5	Minutes allowed.		
8	2	0	27	Arrive at Farnborough Station - - at	10	10 —
7	0	0	15	Arrive at the Railway Station, Hartley-row at	10	25 —
38	0	1	50			

Appendix, No. 7.

Conveyance of Mails by the London and Southampton Railway.

RETURN.

Distance. M.	Distance. F.	Time allowed. H.	Time allowed. M.		H.	M.	
				Dispatched from the Railway Station, Hartley-row - - - - - - - at	3	45	A.M.
7	0	0	15	Arrive at Farnborough Station - - at	4	0	—
8	2	0	22	Arrive at Woking Common Station - at	4	22	—
		0	5	Minutes allowed.			
5	2	0	11	Arrive at Weybridge Station - - at	4	38	—
7	2	0	17	Arrive at Kingston Station - - - at	4	55	—
10	2	0	30	Arrive at the Railway Station, Nine Elms at	5	25	—
38	0	1	40				

(signed) *Lichfield.*

Appendix, No. 8.

Appendix, No. 8.

Lieutenant H. D. Harness to Right Hon. T. F. Lewis.

Sir, Royal Engineers' Office, London, 7 March 1839.

THE award proposed by me, and which I have now the honour to submit for your consideration, has been arrived at in the following manner:

1. The expense of performing the services required by the Post-office has been estimated.

2. An allowance has been made calculated to afford a return of five per cent. on the carrying capital, or money invested in engines and carriages; the amount of this allowance has been ascertained by considering how much must be obtained from each ton, gross load, of the actual traffic in order to make such return.

3. The expenses incurred by the company on account of the Post-office being thus covered, and a fair remuneration awarded them as carriers, a further allowance has been made towards their fixed annual expenses, and return on their Parliamentary capital, less that portion of it invested in carrying stock, by considering how much each ton, gross load, must contribute, in order to yield a return of 10 per cent. on the latter in the event of a maximum traffic.

Thus computed, the price per ton, gross load, is 1.935*d.* for each mile it is conveyed upon the railway, and this may be divided as follows:

	d.
Locomotive power, maintenance of way, and other expenses dependant on traffic - - - - - - - - - -	1.197
Towards fixed annual expenses - - - - - - - -	.063
Total Working Expenses - - -	1.260

			d.
Working expenses - - - - - - - - -			1.260
Towards interest on loans - - - - - -			.134
Profit { on carrying capital - - - -		.073	·541
{ on remainder of Parliamentary ditto - -		.468	
Total per Ton per Mile - - - -			1.935

The sum allowed for working expenses cannot be considered too low to cover the additional charges occasioned by the Post-office; it exceeds that allowed in a former award for the same line by more than 1–8th of a penny, and its sufficiency may be proved by the experience of other railways. It is only necessary therefore to defend the principle by which the remuneration is determined.

In defending the above process of calculation, it is assumed that the Government are entitled to some advantage when employing railways for the public service. The Committee on whose Report the Act was framed under which the present arbitration is conducted, recommended that the Post-office should be empowered to run trains free from tolls; this clause was added to the Report by a majority of six to three; and the omission of a corresponding clause in the Act can only be attributed to the influence that railway companies already possess over decisions of the House of Commons on points affecting their interest.

The reasons which induced the members of the Committee abovementioned to recommend a measure which would have enforced very large concessions in point of price from the railway

way companies are unknown to me, but the following are those which influence my own mind in deciding that concessions should be made, and by which I have been led to a principle of calculation.

1. It appears most important that the distribution of the correspondence of the country should be regulated by one uniform system; this consideration alone is a sufficient reason for its being placed in the hands of Government, and it has now been long recognised as a Government monopoly, and source of public revenue.

It cannot be fair that companies which have received extraordinary powers from the Legislature should be allowed to interfere with arrangements of such importance, and yet, if considerable advantages in fixing prices for the conveyance of the mails be not granted to the Post-office, its monopoly must be destroyed, for it cannot afford to pay full prices for a load of letters and newspapers of which not more than one pound in seven produces any return.

2. To reduce the expenses of the Post-office in transmitting mails on ordinary roads, its carriages were rendered toll free, and it appears fair that a similar privilege should be allowed to this department by railway companies, so far as it can be done without positive loss to themselves.

3. In the first arbitration made, and prior to the passing of the Act, the principle agreed to was, that as close an analogy to the facts which determine the prices paid for the mails on common roads should be preserved as was possible without actual loss to the company. In that instance therefore the capital was conceded by the arbitrator acting on behalf of a railway proprietary.

The above have appeared to me to be the arguments by which a total exclusion of the capital expended on the road from any calculation of charges for conveyance of mails may be justified, and as they apply with equal force to support any other principle by which advantages are given to the Post-office, I have repeated them.

But after attentively considering the subject, I am of opinion, that to a certain extent this capital should be made an element in computations of price; there is a minimum amount of profit that, even with the most abundant traffic, must be obtained from each ton of load to render a railway profitable to its proprietary, and it does not appear to me just to the companies to award a less remuneration than this, nor just to the public to award a greater, since the profit that ought, in the event of a maximum traffic, to be considered a sufficient return for doing the duty of the Post-office, must also be considered a sufficient remuneration when a limited business renders the conveyance of the mails less troublesome and embarrassing.

There is another way of considering the question, which, although not quite applicable to roads, is nevertheless worthy of attention.

In trade and manufactures generally the workshops, machinery, offices, &c. required being only adequate to the performance of a certain extent of business, each operation must return a certain known surplus to afford a fair interest on the capital invested. The competition with each other of persons whose business is well proportioned to their permanent establishments, limits their returns to the ordinary profits of trade, and those whose business is disproportioned to their establishments cannot obtain higher prices.

In ordinary business, therefore, the prices of commodities only yield to the merchant the fair profits of trade, when his stock or fixed capital necessary for their production is fully employed; and calculating the return on the capital of the road, by assuming a maximum traffic, is but reverting to those principles by which prices are regulated in every branch of trade where free competition exists; and the advantage conceded to the Government may be thus stated, that its service shall be performed at the prices which would be obtained in the event of a fair, not ruinous, competition, so far as such prices can be estimated.

In the present instance the fares of the company prove that the calculated price affords an adequate remuneration. Thus, the charge for conveying a single horse, in a horse-box weighing $2\frac{1}{2}$ tons, making a gross load of about 2 tons 17 cwt., the whole length of the line, is 50*s.*; the fare per ton per mile therefore is .187 *d.*

The charge for military baggage is 3*d.* per ton per mile; $3\frac{3}{4}$ tons would be taken in a waggon weighing $2\frac{1}{3}$ tons, giving a fare of 10*d.* for a gross load of $5\frac{1}{2}$ tons; this price then is .182 *d.*

The proposed award exceeds the first of them by .065*d.*, and the second by .115 *d.*; the remuneration afforded by it therefore is fair, and even liberal; and these facts would have rendered any argument in support of the mode of calculation unnecessary, but that it is desirable to make each arbitration assist as much as possible towards the establishment of some just principle of general application by which the prices to be paid for mails can be regulated.

Feeling fully convinced of the perfect disinterestedness with which I have studied this question, and that my only wish has been to merit the approval of any impartial persons who may consider the prices agreed to by me, I await with confidence your decision, and have the honour to be, &c.

(signed) *H. D. Harness,*

Lieut. Royal Engineers.

The Right hon. T. Frankland Lewis,
&c. &c. &c.

ESTIMATE of the PRICE proposed to be Paid for the Conveyance of the Mails on the *London* and *Birmingham* Railway.

PRESENT ANNUAL EXPENSE.

DEPENDANT ON TRAFFIC.

	£.	s.	d.
Maintenance of way	34,000	–	–
Locomotive Power:			
By half-yearly abstract, £.42,196			
But by account of expenditure since opening the line £. 35,800			
Depreciation 11,200	47,000	–	–
Carrying Account:			
By half-yearly abstract 51,076			
Deduct fixed expenses 15,495			
	35,581		
Deduct coach and parcel office expenses 5,423			
	30,158		
Depreciation stock 12,610			
	42,768		
General Charges:			
And increased in same proportion as locomotive power	47,600	–	–
By half-yearly account £.29,967			
Deduct fixed expenses 5,100			
	24,867		
And increased as locomotive power	31,000	–	–
Total Variable Expenses £.	159,600	–	–
5 per cent. on 195,853 *l.* capital in engines, tools, carriages, and stores	9,793	–	–
£.	169,393	–	–
	20		
	3,387,860		
	12		
Actual traffic in tons moved a mile, per annum 32,000,000)	40,654,320 (1.270		d.
	32		
	86		
	64		
	225		

NOT DEPENDANT ON TRAFFIC.

	£.	s.	d.
Maintenance of way	(a)17,000	–	–
Carrying Account:			
Police	(b)15,500	–	–
General Charges:			
Directors' fees, secretary's and engineers' salaries £. 5,100			
Rates, taxes, insurance 2,000			
	(c) 7,100	–	–
Total fixed Expenses £.	39,600	–	–
10 per cent. on 2,929,147 *l.*, the Parliamentary capital, less carrying stock	292,914	–	–
4½ per cent. on 1,852,120 *l.*, difference between actual expenditure and Parmentary capital	83,345	–	–
£.	415,859	–	–
	20		
	8,317,180		
	12		
Assumed maximum traffic in tons moved a mile, per annum *150,000,000)	99,806,160 (.665		d.
	3		
	+ 33,268,720		
	5		

1.270*d.* + .665*d.* = 1.935*d.* proposed charge per ton, gross load, per mile.

The daily duty performed for the Post-office being considered equivalent to 9 tons 1 cwt., gross load, conveyed 224½ miles, the charge per day would be £. 16 s. 7 d. 7½

* The assumed maximum traffic supposes a passenger train every half hour from 6 A.M. to 10 P.M., and five luggage trains daily from each end, except on Sundays, Christmas, and Easter days, for which only the present Sunday traffic is allowed.

(*a*) The expense of the maintenance of a railway is certainly in some degree owing to traffic, particularly when the speeds are great, but is generally acknowledged that it is also in a great degree owing to atmospheric changes, and so far as this is the case it must be considered a fixed annual charge, not increased by the Post-office.

(*b*) The sum returned under this head in the last half-yearly statement of the company, for 32 miles between London and Tring, cannot be considered in any sense as a guide to the future charge of maintenance. An exceedingly high sum has been allowed for it in the present estimate.

(*c*) Considering the gradients on the line, and speed maintained, the cost to the company for locomotive power is exactly what might have been anticipated from the experience afforded by other lines. The sum allowed in this calculation is founded on a very detailed account of the expenditure on this head kept by the company for 106 days after the opening of the line through its whole extent, and as the expenditure for that period is greater than the due proportion of the sum returned in the half-yearly abstracts, the two succeeding items of the working expenses have been increased in the same ratio.

From the carrying charges have been deducted those exclusively belonging to the passenger and parcel offices; but repair of coaches, guards' and porters' wages being considered dependant on the traffic, are fully allowed for.

Passenger duty is omitted, none being charged for the Post-office servants. The police force along the line has been considered a fixed expense. Of the general charges, the directors' fees, secretary's and engineers' salaries, taxes, insurance, and a proportion of the rates, have been considered fixed expenses.

Appendix, No. 9.

G.G. de H. Larpent, Esq. to the Right Hon. T. F. Lewis.

Sir, London, 8 March 1839.

Annexed I have the honour to transmit a statement, showing the mode by which I propose to establish an amount per ton per mile, which I consider the Post Office should pay to the London and Birmingham Railway Company, for the use of that road by the Post-office, in the manner and at the speed indicated by their notices.

This statement has been drawn up by me, in the hope that the amount of remuneration fixed upon will be deemed, under all the circumstances of the case, and keeping in view the intention of the Legislature in the Act 1 & 2 Victoria, c. 98, to be fair and equitable between the public and the railroad company. Before I enter into an explanation of the details of the statement, I must draw your attention to the previous arbitration, dated 30 May 1838, between Mr. Stevenson and Lieutenant Harness. The award given therein was made upon the following principle, namely, that the prices should be so calculated as to return a fair profit on the expenses incurred by the company, as carriers of passengers and light goods, but not as railway proprietors; and, moreover, that the Post-office should not contribute towards the interest in the capital expended in the first construction of the railway, nor towards the repair of the banks, bridges, fences, &c., nor towards the expenses of such parts of the establishment as are connected with the heavy traffic. This principle the railway company never did admit, nor from the reports of the debate of 21 July 1838, in the House of Commons, does it appear that it was adopted in its full extent by any of the persons who took a part therein; indeed, I am happy to find that my colleague in this arbitration has not thought it right to maintain his former opinion, but has drawn up his statement upon the principle of admitting to a certain extent that the capital should be made an element in computation of price. I trust, therefore, that in examining our respective statements you will not look to the former award as indicating in any manner the just amount now to be fixed, but rather when a contrary principle is adopted, see that it is fairly and fully carried out, and that its effects are not neutralized by the introduction of a novel mode of working it. My statement proceeds plainly and explicitly upon that which I now consider to be the admitted principle of calculation, namely, a fair profit upon capital expended, and I assume the work actually done as the best and safest criterion for showing the cost per ton per mile, whilst my colleague proceeds upon a hypothetical calculation of the work that may be done, when the railway shall be in the fullest possible operation for the 24 hours.

If I had to give my judgment as to what sum the London and Birmingham Railway Company would have a right to demand for the conveyance of the mails, I should probably claim the full extent to which the table of fares would allow them to go, and I should refer you to the Act for the same, and which might be calculated at about 90 *l.* per day, and I here would venture to state some of the reasons which, to my mind, would justify such a demand.

1. The speculation in the formation of the railway was, at its commencement, one of the greatest hazard.

2. It derived no pecuniary assistance whatever from the Government or the Legislature; on the contrary, a sum of not less than 72,800 *l.* was actually sunk before the Act of Parliament was obtained, and if its supposed national utility justified the forcible appropriation of private property towards its formation, Parliament took especial care to protect private rights and to require the fullest compensation in every case of their sacrifice; indeed, it is notorious that the railway company were obliged to pay generally for the purchase of the land, and in that purchase for the withdrawal of the opposition of the sellers, a sum greatly beyond the value of the land or the damage sustained by the proprietors.

3. Because the Legislature never did impose any restrictions upon the railway company in favour of the Post-office, nor introduce any clause whatever by which Government were to be dealt with in any manner differently than the public at large, with respect to the use of the road. That this was an omission, and that another mode of legislating would have been wiser, is not now, I presume, the question; Parliament sanctioned certain rates and fares, and introduced no exceptions. Upon the calculations of those rates the proprietors advanced their money, and it does appear to me to partake of great injustice for Government now to turn round and claim a remission to them on behalf of the public, of fares solemnly sanctioned by the Legislature as an inducement to capitalists to come forward and try an experiment, in which the public risked nothing and they everything.

4. That in other instances, in dock companies, in canals, bridges, &c., and above all in the case of patent, the Government have not sought, nor have they been permitted to obtain for the public, exclusive advantages which were not originally conceded when the sanction was given for the work or the patent granted.

5. That, although it may be true that the public will not be satisfied with the mails going from London to Birmingham at the rate of eight miles an hour, when they can be forwarded by the railroad at 20 miles an hour; yet that the establishment of railways has not interfered with the former mode of transmission, in any other way than by the successful result of great capital applied to a very hazardous experiment, and by the offer of a superior mode of conveyance. The roads remain as before, but something better has been created. The London and Birmingham Railway Company are willing to admit the public to its benefits, but for those benefits the public ought to pay in proportion to the risk.

Appendix, No. 9.

G.G. de H. Larpent, Esq. to the Right Hon. T. F. Lewis.

But whatever may be my individual opinions upon this part of the case, I do not think that it was contemplated by the parties who left the question of compensation to be determined by arbitration, that the right should be pressed to its full extent. I have, therefore, so far modified my statement as to limit the allowance of profit upon capital expended to 10 per cent., and I feel assured that had not the expectations of the subscribers, grounded upon the fares and tolls fixed in the Act of Parliament, been equal to that rate of profit, such a work would never have been undertaken; one which, if unsuccessful, would have involved almost a total loss, the property in the strips of land purchased and in the road made being worth comparatively nothing, and the returns procurable only by carrying on a business, for which the annual expenditure was calculated roughly at 50 per cent. on the gross proceeds. It is this temptation of profit, not extravagantly taken, I would contend, at 10 per cent., that induces the wealthy public of Great Britain to combine for such works. In other countries Government are either obliged to take them into their own hands, and advance public money towards their formation, or to guarantee a certain rate of interest to the capitalists who advance.

There is a case now before the public, in the proposed railway between Warsaw and Vienna, where an interest is guaranteed; and the recent proposal to Parliament to authorize the advance of 2,500,000 *l.* for the formation of railways in Ireland, shows the Government are obliged themselves to do, what there is not a sufficient inducement of profit for private speculators to undertake.

It has, I understand, been urged that the London and Birmingham Railway shares are at a premium, but to those that adduce this argument (if such it can be called, in a case standing upon the grounds of justice) I would beg leave to observe, that five years have elapsed since the money has successively been called for, and not one shilling of profit divided during that period. Having said thus much upon the rate of profit assumed by me, I have next to advert to the mode of calculation.

I have considered that the best guide for the future is the experience of the past, and I have therefore taken all the results hitherto obtained from the opening of the whole line, and I have taken that period as the regulator of the whole year. I consider that in the infancy of a work of this kind, I am more especially called upon to adopt this principle. The railways have much to contend with, from the opposition of many persons interested in the support of the old roads, from the fears of the timid, and the prejudices of the ignorant, and who can calculate the effect of any one serious accident? I am inclined also to think that I have adopted the fairest principle of calculating the traffic, for the settlement of an award, the contracts under which may be terminated on six months' notice by the Post-master-General, and which seems intended by clause 17, of the same Act, to be re-opened after the lapse of three years.

Mr. Harness, in vindication of the principle he has adopted, states, that he thinks the profit, in the event of a maximum traffic, ought to be considered sufficient remuneration for the London and Birmingham Railway Company, not as regards the public travelling by the road, but as regards the Post-office.

He consequently divides the cost of expenses not depending on traffic by 150,000,000 instead of 32,000,000, the former being the maximum assumed traffic, the latter the result derived from actual traffic. He supposes a passenger train every half-hour from 6 A.M. to 10 P.M., and five luggage trains, an extent of operations, I am informed, quite beyond even the most sanguine expectations; one scarcely possible with the necessary relays and repairs, and which would require such an increased expenditure in consumable capital as would render all the calculations based upon the actual traffic idle and visionary; indeed, I would venture to say that the figures he assumes are totally impracticable under any circumstances, and are not even within the range of probability for half the quantity during the period of the contract with the Post-office, which is terminable, according to the last Act, in three years, more especially as the collateral traffic from new lines of railway will not be brought into play within so limited a time. It is to this mode of calculating that I would beg to call your particular attention. I cannot help thinking that Mr. Harness has most ingeniously obtained thereby a result nearly as favourable to the Post-office, after conceding the principle of remuneration, as he would without such concession; that he appears to act liberally by the company, and in the spirit of the Act out of which the arbitration springs, whilst he in reality gives a result under 2*d.* per mile per ton, whilst the charge for the conveyance of one passenger upon the said railway is allowed by the 175th clause of the Act 3 Will. 4, c. 36, (the London and Birmingham Railway Act) at 3½*d.* per mile.

Mr. Harness justifies the charge he has adopted upon those of a single horse and of the military baggage; but he omits that the horse can rarely go without the groom or master, and that the charge is not to be taken alone, but as a part of a total charge adapted to the class of passengers and to the general business of the railway.

Again, the military baggage is put low, because in most cases it is one not requiring expedition, and therefore cannot, it is assumed, be obtained (in competition with other modes of conveyance) at a higher rate; but this does not apply to the conveyance required by the Post-office, who demand the greatest possible expedition for their own hours, and compel the company to travel by night, to the serious detriment of a new and untried road, as can be shown in evidence.

To the principles laid down by Mr. Harness, as regulating prices in ordinary cases, I have no objection to offer. I am aware that two rates of profit cannot for any length of time exist where no monopoly exists, and that if the inventor of a machine gives his invention to the public, the maker of the machine cannot derive a greater profit on his trade than what is obtained by others on business of a similar nature; but I contend this does not apply to the

case,

case, where, with a very heavy expenditure of money, a great waste of time, and a risk of total loss, the inventor of a machine obtains a patent, and under the protection of the limited monopoly granted to him under the patent seeks his remuneration, the regulator of price will then be the advantage to be derived from his invention; if the prices he demands be above the benefit to be derived, his sale will be stopped. This latter case applies in my mind most accurately to the railway case; the Act of Parliament represents the patent; if the period of the existence of the patent be limited, the amount of charge under the Act is limited also, and the rate must, after all, conform to the benefit conferred by its use. These are the just limitations of the monopoly, and the returns for the risk; but all these general principles would be broken through by post facto laws, if the Post-office are allowed to fix their own rates of charge, or to adopt those that would not exist if the arrangement were left to the operation of natural causes and no interference were attempted by the strong arm of power.

In submitting these remarks to your consideration, I beg you will understand them to be, not the arguments of an advocate for the railway company from motives of interest (for I have no pecuniary or other interest whatever in the concern), but those of a person entertaining an honest opinion upon the subjects, having been engaged himself in large works of an analogous kind, and from having belonged at its formation to the London and Birmingham Company, knowing the grounds upon which it was undertaken, the risks incurred, and the prospects of remuneration held out.

Against each head in my accompanying statement I have made remarks explanatory of the grounds of my calculations, and I submit the whole with confidence to your judgment, satisfied that, however wide the difference between my result and that Mr. Harness has arrived at, mine, upon the principles I lay down, is moderate in amount, and whilst it insures an equitable remuneration to the London and Birmingham Railway Company, does not entail a heavy expense upon the public for the great benefit conferred.

I have, &c.

To the Right Hon. T. Frankland Lewis, &c. &c. &c.

(signed) *G. G. de H. Larpent.*

STATEMENT to which the foregoing Letter refers.

			£.
1. Expenses of maintenance of way (uncertain) in proportion to the three-mile charge	£. 87,500		
Future estimated expense, 400*l.* per mile	45,000		
Mean (say)			66,250
2. Locomotive power, actual charge six miles	32,180		
Depreciation as per account	10,014		
	42,196		
Add for future, the present arrangement being experimental, one-fifth	8,250		
			50,446
3. General charges, as per account	29,967		
Insurance rates, &c. not in report	5,000		
			34,967
4. Carrying account	51,076		
Add depreciation, as per account	12,610		
			63,686
5. Allowance on capital:			
Stock, locomotive	£. 67,093		
Carrying	127,249		
Stores	1,510		
		195,852	
Say, at 20 per cent.	£. 39,170		
Less depreciation allowed,			
No. 2.	£. 10,014		
Ditto, No. 4	12,610		
	22,624		
			16,546
On outlay on land and improvements	637,869		
Road stations	3,830,213		
Charges (sunk)	223,766		
Ditto	131,115		
		4,822,963	
At 10 per cent.		5,018,815	501,881
			518,427
TOTAL Expenses and Returns expected			£. 733,776

Appendix, No. 9.

G. G. de H. Larpent to the Right Hon. T. F. Lewis.

Actual traffic:

Say in 106 days, between 17th September and 31st December, as per account rendered. 168,674 miles performed per passenger trains; 10,177 miles with goods.—(*See account rendered by London and Birmingham Company.*)

Average rate of passenger trains, 50 tons; ditto of goods, 100 tons:

therefore, 168,674 at 50 =	8,433,700	
10,177 at 100 =	1,017,700	
	9,451,400	733,776
		20
		14,675,520
		12

As 106 days : 9,451,400 : : 365 = 32,500,000) 176,106,240 = 5.41 per ton per mile.

Actual weight of Post-office Train;

	tons.	*cwt.*	*qrs.*
Grand dispatch carriages - - - -	4	1	2
van - - - - -	2	7	3
Clerks and bags, &c. - - - - -	1	15	3
	8	5	0
Morning train - - - - - -	0	16	0
	9	1	0

Miles.
112 ¼
5.41

= 607.27*d.* = 2*l.* 10*s.* 6*d.* per journey per ton.

9 tons 1 cwt. at 2*l.* 10*s.* 6*d.* each journey = 22*l.* 17*s.*; twice each day, 45*l.* 14*s.* per day.

(E. E.)

4 March 1839. (signed) *G. L.*

1. *Expenses of Maintenance of Way.*

I have endeavoured to fix a mean between the actual cost shown in the report of the London and Birmingham Railway Company, of the maintenance of the way, (which I consider excessive, and to be attributed to the extra expenses incident to the first opening of such a line of road,) and what I think the future probable charge, for a limited period, is likely to be. I should wish here to observe, what I collected in evidence as to the state of the road; viz., the material chiefly used for the embankment is London clay, and recent experience has shown, in the case of a large fissure in a part which had been used a year and a half, that the limited time of trial it has hitherto had is not sufficient to afford proper test of its stability.

To show the artificial nature of the London and Birmingham road, and consequently its greater liability to sink and require repairs, than the Grand Junction line, I was informed that the quantity of cubic yards of earth moved for the London and Birmingham road was 13 millions, while that for the Grand Junction line was four millions only. The embankments were too rapidly made, and may want 20 years to consolidate, thereby requiring a constant outlay, and I am prepared to state that the company did not approve of the line being opened so soon for night trains, and that nothing but the compulsion of the Post-office, and the power invested in the Postmaster-general, by the post-facto law, would have induced them to have adopted that measure, before the road had sufficiently settled; I conceive, therefore, that this item is moderate.

2. *Locomotive Power.*

2. In this item I have taken the actual charge for the six months, which I am informed is derived from the contract between the London and Birmingham Railway Company and Mr. Bury, for locomotive power, say one halfpenny per passenger per mile, but this must not be taken as an element of calculation, being a conventional amount between the contractor and the company, which, in the opinion of the engineers, is not based on ascertained facts. Another circumstance should also be stated; namely, that in this department every article is new, and duplicates of all parts of the engines were included in the original supply, and hence, at first, the charge will be lower than the future average. For these reasons I have added the one-fifth. This charge, as well as that for the maintenance of the road, applies to the speed at which the mails are now carried; this I am informed, on authority, is, for all practical purposes, the same as that on the Grand Junction line; and if additional speed be required by the Post-office, an additional charge must be made, for the expenses of every item must be much greater at 28 or 30 miles per hour, than at 22½.

Under this head I would also observe, that the Post-office machine for the night train cost 500*l.* at least; that it should, in fact, be estimated at two carriages, with 36 seats, averaging 25 and 30 passengers, and that the draught of two carriages would be easier.

3. *General*

3. *General Charges.*

These are taken from the actual six months' expenditure; the probability is, that, in the progress of such an institution, new wants will spring up, which were not foreseen in its infancy; but I have not made any addition in consequence, hoping that the increased traffic will provide for such additional charges.

4. *Carrying Account.*

Here again I have rigidly adhered to the actual outlay, as given in the report, though the observation in the preceding article applies to this also.

5. Upon the principle of allowance for the total capital expended, say, as per report, 5,018,816 *l.*

I have already enlarged so fully in my letter, that it is unnecessary to recapitulate my remarks in justification of the principle of charge adopted by me; but I submit that 20 per cent. on the perishable capital, (less the depreciation allowed by the report), 10 per cent. upon the remaining capital is not more than such hazardous mercantile adventures ought to return when successful. (E. E.)

(signed) *G. G. de H. Larpent.*

Appendix, No. 10.

The AWARD of the Right hon. *Thomas Frankland Lewis*, in the Matter referred to him by Lieutenant Harness and Mr. Larpent.

After repeated examinations of the two awards referred to me by Lieutenant Harness and Mr. Larpent, I have arrived at the conclusion that the amount of the remuneration to be paid by the Postmaster-general to the London and Birmingham Railway Company, cannot be justly and reasonably determined on (as required by sect. 6, 1 & 2 Vict. c. 98,) by an estimate of the general outlay of the company in making and maintaining the railway, and in providing carriages and locomotive power for carrying the traffic upon the road.

If, in order to provide an adequate recompense for the adventurers in these undertakings, I am to take for granted, as the basis of the arrangement, that the company is to receive a profit of 10 per cent. on the total amount of the outlay under the several heads above mentioned, I must next ascertain from whom and in what manner that portion of the payment is to arise which the Post-office does not provide for. In order to solve this problem, Lieutenant Harness has supposed the existence of a maximum traffic, and has concluded, that as from other contributors the company may receive the imagined amount, it is just that the Post-office should pay no more than their proportionate share of this imaginary receipt.

Mr. Larpent has pursued a different course, and taking the actually existing traffic as his guide, proposes that the contribution of the Post-office towards the profits of the company should bear the same proportion to the receipts derived from such traffic as the travelling of the Post-office train bears to the whole travelling on the railway.

I cannot think, with Lieutenant Harness, that it is just or reasonable to compel the company to receive from the Post-office, as a due portion of the profits on their general outlay, an estimated part of a sum total which has no real existence; neither can I agree with Mr. Larpent, that the Post-office payment should be calculated according to the actual receipts arising from the existing traffic. It might indeed by chance happen, that the payment ascertained according to this standard should prove to be perfectly just and reasonable; but it is only by chance that it could be so; for if the actual receipts should be either more or less than sufficient to provide a just rate of profit on the capital expended, this result could not be obtained; for if it fell short of the amount of 10 per cent. upon the capital expended, it is evident that the Post-office would, according to the theory, be called upon to make good the deficiency.

The principle of regulating the Post-office payments according to the receipts arising from the actual traffic, could not therefore be acted upon on any railroad which had disappointed the expectations of the adventurers, and failed to produce an income sufficient to pay 10 per cent. interest on the capital expended.

It appears to me that the payment in question should be estimated upon some principle applicable to all similar cases, and not one which might by chance happen to be applicable to the case of the London and Birmingham Railway.

I have referred to the Act of Parliament, for the purpose of ascertaining what payments the Legislature has sanctioned for services similar to those required by the Post-office. And having done so, I first inquire, are there any circumstances connected with the case which take the Post-office out of the provisions of the statute, and place it under the influence of other considerations?

Lieutenant Harness has, on the part of the Post-office, drawn my attention to several points. He states, that in his view the payment to the railway company should be registered with reference to the consideration that one pound in seven only of the contents of the letter-bags produced any return.

But as the Legislature provides for the transport of newspapers and untaxed letters by fixing a rate of postage on those which are taxed, which not only supports the whole of that burden, but leaves a surplus of 1,500,000 *l.* net revenue after that and all other Post-office charges are defrayed, I cannot suffer my decision to be influenced by that consideration.

Appendix, No. 16.

Award of the Right Hon. T. F. Lewis.

Nor can I recognize, or be influenced by Lieutenant Harness's opinion, that the payment to the railway company should be diminished, because on turnpike-roads it is by law provided that the mail-coaches should pass toll-free.

There appears to me to be an essential difference between the two cases. All (or nearly all) turnpike-roads were public highways before the right to levy tolls on them was granted by Act of Parliament. As such, the parishes in which they were situated were bound to maintain them without reference to the tolls collected, and the persons employed in collecting the Post-office revenue had a primary right to pass without payment or charge of any sort along such the King's highways.

The case is altogether a different one, as it affects the right to pass toll-free upon a road constructed by a company of private adventurers.

In availing itself of the rapidity of conveyance which railways are capable of affording, the Post-office necessarily and unavoidably, as the law now stands, abandons the advantages which it derived from the passage of mails toll-free; I see nothing, therefore, either in the Acts of Parliament or in the general principles which apply to the case, which leads me to conclude that the Post-office should pay for the use of the railway differently from what others under like circumstances would pay.

Having stated, with reference to the awards of Lieutenant Harness and Mr. Larpent, the reasons why I set aside the groundwork of their propositions, I now state affirmatively that I think the payment to be made by the Post-office ought to have reference to all the principles of payment laid down in and regulated by the Act of Parliament. These are, first, a payment provided for rateably on the tonnage of goods, as laid down in clause 172; secondly, a rate of fares for passengers, &c. as provided for in clause 173; thirdly, a charge for locomotive power, which is authorized in clause 174; and fourthly, a payment for the actual carriage of goods and passengers which the company is entitled to under clause 175.

It appears to me to be just and reasonable that the payment to be made by the Post-office in satisfaction of the claims of those whose subscribed capital has been applied to the construction and maintenance of the railway should have reference to the rates of tonnage from time to time actually levied on the public under the authority of the 172d and 173d clauses.

The proprietors engaged to enter upon the speculation, if Parliament would secure to them the rates of tonnage laid down therein, and whether the speculation should turn out to be profitable or not, it is by this standard mainly that the rates of payment should be regulated.

In determining the precise amount of the payment to be made, if it is to be established according to the foregoing principles, I am aware that there is much difficulty; for the rates proposed by Act of Parliament have reference to the net weight of the goods to be carried, whereas the nature of the service required by the Post-office renders it impossible to ascertain the amount of the payment to be made by that department, by a reference solely to the net weight of the commodities actually transported, inasmuch as an important part of the service required by them is the transport of what may be called a moveable Post-office.

The gross weight of the Post-office train has been ascertained to amount to nine tons, which appear to be distributed in the following proportions:

	Tons	*cwts.*	*qrs.*
Carriages	4	1	2
Van	2	7	3
Clerks and bags	1	15	3
Money train	0	16	0
	9	1	0

It appears to me to be an important consideration, that the net weight of goods carried is to the weight of the conveyances in the proportion of one to three and a half, although it appears by Lieutenant Harness's statement, that in the transport of military baggage the net weight of the goods is to the gross weight (including the waggon) in the proportion of three to two. I have satisfied my own judgment, therefore, that in determining the manner in which a rate of tonnage should be charged, I must make a reasonable addition to the weight of clerks, bags, &c., by assuming a part of the gross weight of the moveable Post-office to be chargeable with a tonnage rate.

I take upon myself to decide that two-thirds of the gross weight shall be liable to the charge for tonnage, provided under the 174th clause, and I do not think myself justified, (looking to the nature and character of the load), in placing it in any other than the fourth class, which is chargeable at the rate of 3*d.* per ton per mile, which payment I hold to cover and include all the various incidental expenses which the company necessarily and constantly incurs, in maintaining their road in a fit and secure state to be travelled upon.

It remains to be considered what payment should be made on account of the two remaining items; carrying the goods, and providing locomotive power.

In deciding on these points, I think it better not to adopt the course pursued by Lieutenant Harness and Mr. Larpent, and propose a payment in proportion to the gross weight of the whole train. The payment provided for under clause 175, is, in its essence, a payment for carrying, as distinguished both from a tonnage on goods, and from the payment for locomotive power. If it were a payment for the latter power only, it might, without impropriety, be charged on the gross weight; but I think it better to combine the payments for carrying

Appendix, No. 10.

Award of the Right Hon. T. F. Lewis.

carrying and propelling, and to charge them on that proportion of the gross weight which I assume as equivalent to the net weight of the commodities carried; having reference to the proportion, which, in the case of a passenger, the fare bears to the addition made for carrying and transporting; having reference also to the charge agreed upon for military baggage, which includes the payment under this head. I take upon myself the responsibility of deciding that these services shall be compensated and provided for, by a payment of 2*d.* per ton per mile upon two-thirds of the gross weight of the train.

The total payment to be made, therefore, both for the grand dispatch and for the morning train, will be at the rate of 5*d.* per ton per mile on two-thirds of 9 tons 1 cwt., for 112¼ miles.

In the matter referred to me, therefore, I declare this to be my award; and in testimony thereof, I hereunto affix my hand and seal, this 6th day of April 1839.

(signed) *Thomas Frankland Lewis.*

Appendix, No. 11.

Appendix, No. 11.

Notice to the London and Birmingham Railway Company.

TO the *London* and *Birmingham* Railway Company.

Take Notice, that in pursuance of the power vested in me by an Act of Parliament passed in the first and second years of the reign of Her present Majesty, intituled, "An Act to provide for the Conveyance of the Mails by Railways," I, the undersigned, Thomas William Earl of Lichfield, Her Majesty's Postmaster-general, do by this writing under my hand require and direct that the mails and post letter-bags shall, from and after the 19th day of June next be conveyed and forwarded by you on your railway, either on the ordinary trains of carriages or by special trains, as need may be, from London to Birmingham, and from Birmingham to London respectively, by two several dispatches each way, in each day of every week, at such times and hours in the day and night, and subject to such regulations and restrictions as to speed of travelling, places, times, and duration of stoppages, and times of arrival, as are mentioned and set forth in the several time-bills hereunto annexed, together with the guards appointed and employed by the Postmaster-general in charge thereof, and other officers of the Post-office, as hereinafter mentioned; and I also require you, at your own costs, to provide and furnish, from and after the said 19th day of June next, a separate or Post-office carriage for sorting letters, fitted up in such manner as in the said Act mentioned, for the purpose of daily forwarding thereby the dispatch to be sent by the train which will leave the station at Euston Grove in London 9^{h}. 30^{m}. A.M. for Birmingham; and also a separate or Post-office carriage for sorting letters, fitted up as aforesaid, for the purpose of daily forwarding thereby the dispatch to be sent by the train which will leave the station at Birmingham at 8^{h}. 32^{m}. A.M. for London; and also a separate or Post-office carriage for sorting letters, fitted up in like manner as aforesaid, for the purpose of daily forwarding thereby the dispatch to be sent by the train which will leave the station at Euston Grove in London at 8^{h}. 30^{m}. P.M. for Birmingham; and also a separate or Post-office carriage, to be fitted up in like manner as aforesaid, for the purpose of daily forwarding the dispatch to be sent by the train which will leave the station at Birmingham at 12^{h}. 2^{m}. midnight for London; and that the guards, officers and clerks of the Post-office attending each and every such dispatch shall be conveyed in and by the separate or Post-office carriage conveying the same; and I hereby further require you, from and after the said 19th day of June next, at your own costs, also to provide and furnish a separate carriage, of the construction and description now in use on your railway, known as a letter-bag carriage, for the exclusive purpose of depositing and forwarding therein certain of the mails and post letter-bags to be sent by the said train, which will daily leave the Euston Grove station at 8^{h}. 30^{m}. for Birmingham as aforesaid; and also a title carriage for the purpose of depositing and forwarding certain of the mails and post letter-bags to be sent by the said train, which will daily leave the Birmingham station at 12^{h}. 2^{m}. midnight, for London as aforesaid; and I require and direct you to receive, take up, carry and convey in and upon such several and respective carriages, as aforesaid, all such mails and post letter-bags as shall for that purpose be tendered to you or any of your officers, servants or agents, by any officer of the Post-office, and to deliver and leave such mails or post letter-bags, and the guards, officers and servants attending the same, at such places on the line of your railway as the Postmaster-general shall in that behalf from time to time reasonably order or direct; and I further require you, from and after the said 19th day of June next, at your own costs to provide and furnish sufficient carriages and engines on your railway for the conveyance of the mails and post letter-bags in manner hereinbefore directed, to the satisfaction of the Postmaster-general; and I give you notice that the services required of you by certain notices, under my hand, bearing date respectively the 29th day of August, the 1st day of October, the 31st day of October, and the 5th day of January last, shall cease and determine on and from the said 19th day of June next, and that from thenceforth the services required by this notice shall be substituted for them.

General Post-office, 20 May 1839. (signed) *Lichfield.*

Appendix, No. 11.

Notice to the London and Birmingham Railway Company.

TIME BILLS referred to in the foregoing Notice.

Day Mail Train Down.

London and Birmingham Railway Time Bill.

Distance.		Speed of Travelling.				
M.	F.	H.	M.		H.	M.
				To be dispatched from the Railway station, Euston-grove, London - - - - at	9	30 A.M.
17	6	-	- -	Watford.		
13	6	1	18	To arrive at Tring - - - - - at	10	48
		0	3	A stoppage of three minutes allowed at Tring.		
8	4	-	- -	Leighton Buzzard.		
11	6	0	50	To arrive at Wolverton - - - - at	11	41
		0	10	A stoppage of 10 minutes allowed at Wolverton.		
10	0	-	- -	Blisworth.		
7	0	0	42	To arrive at Weedon - - - - - at	12	33
		0	3	A stoppage of three minutes allowed at Weedon.		
14	0	-	- -	Rugby.		
10	6	1	0	To arrive at Coventry - - - - at	1	36
		0	9	A stoppage of nine minutes allowed at Coventry.		
		0	45	To arrive at the Railway station, Birmingham, at	2	30 P.M.
111	6	5	0			

20 May 1839. (signed) *Lichfield.*

Day Mail Train Up.

Birmingham and London Railway Time Bill.

Distance.		Speed of Travelling.				
M.	F.	H.	M.		H.	M.
				To be dispatched from the Railway station, Birmingham - - - - - - at	8	32 A.M.
18	2	0	45	To arrive at Coventry - - - - at	9	17
		0	9	A stoppage of nine minutes allowed at Coventry.		
10	6	-	- -	Rugby.		
14	0	1	0	To arrive at Weedon - - - - - at	10	26
		0	3	A stoppage of three minutes allowed at Weedon.		
7	0	-	- -	Blisworth.		
10	0	0	42	To arrive at Wolverton - - - - at	11	11
		0	10	A stoppage of 10 minutes allowed at Wolverton.		
11	6	-	- -	Leighton Buzzard.		
8	4	0	50	To arrive at Tring - - - - - at	12	11
		0	3	A stoppage of three minutes allowed at Tring.		
13	6	-	- -	Watford.		
17	6	1	18	To arrive at the Railway station, Euston-grove, London - - - - - - at	1	32 P.M.
111	6	5	0			

20 May 1839. (signed) *Lichfield.*

Appendix, No. 11.

Notice to the London and Birmingham Railway Company.

Night Mail Train Down.

London and Birmingham Railway Time Bill.

Distance.		Speed of Travelling.				
M.	F.	H.	M.		H.	M.
				To be dispatched from the Railway station, Euston-grove, London - - - - - at	8	30 P.M.
17	6	-	-	Watford.		
13	6	1	26	To arrive at Tring - - - - - at	9	56
		0	3	A stoppage of three minutes allowed at Tring.		
8	4	-	-	Leighton Buzzard.		
11	6	0	55	To arrive at Wolverton - - - - at	10	54
		0	10	A stoppage of 10 minutes allowed at Wolverton.		
10	0	-	-	Blisworth.		
7	0	0	46	To arrive at Weedon - - - - - at	11	50
		0	3	A stoppage of three minutes allowed at Weedon.		
14	0	-	-	Rugby.		
10	6	1	7	To arrive at Coventry - - - - at	1	0 A.M.
		0	9	A stoppage of nine minutes allowed at Coventry.		
18	2	0	51	To arrive at the Railway station, Birmingham, at	2	0 A.M.
111	6	5	30			

(signed) *Lichfield.*

20 May 1839.

Night Mail Train Up.

Birmingham and London Railway Time Bill.

Distance.		Speed of Travelling.				
M.	F.	H.	M.		H.	M.
				To be dispatched from the Railway station, Birmingham - - - - - - at	12	2 Midt.
18	2	0	51	To arrive at Coventry - - - - at	12	53
		0	9	A stoppage of nine minutes allowed at Coventry.		
10	6	-	-	Rugby.		
14	0	1	7	To arrive at Weedon - - - - - at	2	9
		0	3	A stoppage of three minutes allowed at Weedon.		
7	0	-	-	Blisworth.		
10	0	0	46	To arrive at Wolverton - - - - at	2	58
		0	10	A stoppage of 10 minutes allowed at Wolverton.		
11	6	-	-	Leighton Buzzard.		
8	4	0	55	To arrive at Tring - - - - - at	4	3
		0	3	A stoppage of three minutes allowed at Tring.		
13	6	-	-	Watford.		
17	6	1	26	To arrive at the Railway station at Euston-grove London - - - - - - at	5	32 A.M.
111	6	5	30			

(signed) *Lichfield.*

20 May 1839.

Appendix, No. 12.

Appendix, No. 12.

Notice to the Grand Junction Railway Company.

TO the *Grand Junction* Railway Company,

TAKE Notice, that in pursuance of the power vested in me by an Act of Parliament passed in the first and second years of the reign of Her present Majesty, intituled, "An Act to provide for the Conveyance of the Mails by Railways," I, the undersigned, Thomas William Earl of Lichfield, Her Majesty's Postmaster-general, do by this writing under my hand require and direct that the mails and post letter-bags shall, from and after the 19th day of June

Appendix, No. 12.

Notice to the Grand Junction Railway Company.

June next, be conveyed and forwarded by you on your railway, either by the ordinary trains of carriages or by special trains, as need may be, from Birmingham to Liverpool and Manchester respectively, and from the said last-mentioned places respectively to Birmingham, by three several dispatches each way, in each day of every week, at such times and hours in the day and night, and subject to such regulations and restrictions as to speed of travelling, places, times, and duration of stoppages, and times of arrival, as are mentioned and set forth in the several time-bills hereunto annexed, together with the guards appointed and employed by the Postmaster-general in charge thereof, and other officers of the Post-office, as hereinafter mentioned; and I also require you, at your own costs, to provide and furnish, from and after the said 19th day of June next, a separate or Post-office carriage, for sorting letters, fitted up in such manner as in the said Act mentioned, for the purpose of daily forwarding thereby the dispatch to be sent by the train which will leave the Birmingham station at $2^h.\ 20^m.$ A. M. for Liverpool and Manchester, and which Post-office carriage is to be forwarded to and left at Parkside, at the point of junction with the North Union Railway to Preston, and which Post-office carriage I require you to forward from Parkside to Birmingham by the return train which will leave Manchester for Birmingham at $7^h.\ 12^m.$ P. M., and will call at the Parkside station at $7^h.\ 42^m.$ P. M.; and also a separate or Post-office carriage for sorting letters, fitted up in like manner as aforesaid, for the purpose of daily forwarding thereby the dispatch to be sent by the train which will leave the Birmingham station at $2^h.\ 50^m.$ P. M. for Liverpool and Manchester, and which last-mentioned Post-office carriage is to be forwarded to and left at Parkside, at the point of junction with the North Union Railway to Preston, and which last-mentioned Post-office carriage I require you to forward from Parkside to Birmingham by the return train which will leave Manchester for Birmingham at $3^h.\ 42^m.$ A. M., and will call at the Parkside station at $4^h.\ 12^m.$ A. M.; and I further require that the guards, officers, and clerks of the Post-office attending each and every such dispatch shall be conveyed in and by the separate or Post-office carriage carrying the same; and I hereby require you, from and after the said 19th day of June next, at your own costs, to cause and procure a box or imperial, with proper locks, to be fitted in or upon one of the railway carriages in each of the two trains, by which the mails brought by such Post-office carriages respectively from Birmingham shall be daily forwarded from Warrington to Liverpool, and in each of the two trains, by which the mails from Liverpool shall be daily forwarded to Warrington for conveyance to Birmingham by the Post-office carriage; and also a like box or imperial in or upon one of the railway carriages in each of the two trains, by which the mails brought by such Post-office carriages respectively from Birmingham shall be daily forwarded from Warrington to Manchester, and in each of the two trains by which the mails from Manchester shall be daily forwarded to Warrington for conveyance to Birmingham by the Post-office carriage, and a seat near each such box or imperial upon the outside of each such railway carriage for the guard in charge of the mails; and I hereby further require you, from and after the said 19th day of June next, at your own costs, to cause and procure a similar box or imperial to be fitted in or upon two of the railway carriages in the train which will daily leave the Birmingham station at $11^h.\ 30^m.$ A. M. for Liverpool and Manchester, and also in or upon one of the railway carriages in each of the respective trains which will daily leave Liverpool and Manchester respectively for Birmingham at $10^h.\ 30^m.$ A. M., for depositing therein respectively the mails and post letter-bags, and a seat near the same upon the outside of each such railway carriage for the guard in charge of the mails; and I hereby further require you, from and after the said 19th day of June next, at your own costs, to provide and furnish, in addition to the several carriages aforesaid, a carriage of the construction and description now in use on your railway, known as a letter-bag carriage, for the exclusive purpose of depositing therein certain of the mails and post letter-bags to be forwarded by the said train which will daily leave Birmingham station at $2^h.\ 20^m.$ A. M. for Liverpool and Manchester as aforesaid, and which said carriage is to be forwarded to and left at Liverpool at the same time, together with the other mails forwarded by such train, and which carriage I require you to forward from Liverpool to Birmingham by the said return train, which will leave Liverpool for Birmingham at $7^h.\ 12^m.$ P.M. as aforesaid; and I require and direct you to receive, take up, carry, and convey in and upon the several and respective carriages aforesaid, all such mails and post letter-bags as shall for that purpose be tendered to you, or any of your officers, servants, or agents, by any officer of the Post-office, and to deliver and leave such mails or post letter-bags, and the guards, officers, and servants attending the same, at such places on the line of your railway as the Postmaster-general shall in that behalf from time to time reasonably order or direct; and I further require you, from and after the said 19th day of June next, at your own costs, to provide and furnish sufficient carriages and engines on your railway for the conveyance of the mails and post letter-bags, in manner hereinbefore directed, to the satisfaction of the Postmaster-general; and I give you notice that in respect of the services aforesaid, I shall require you to give security by bond to Her Majesty, her heirs and successors, conditioned to be void as in the said Act mentioned and provided; and I further give you notice that the services required of you by certain notices under my hand, bearing date respectively the 29th day of August, the 1st day of October, the 31st day of October, the 5th day of November, and the 5th day of January last, shall cease and determine on and from the said 19th day of June next, and that from thenceforth the services required by this notice shall be substituted for them.

General Post Office, 20 May 1839. (signed) *Lichfield.*

TIME BILLS referred to in the foregoing Notice.

Grand Junction Railway Mid-day Dispatch.

Birmingham to Liverpool and Manchester Time Bill.

Distance. M.	Distance. F.	Speed of Travelling. H.	Speed of Travelling. M.		H.	M.	
				To be dispatched from the railway station, Birmingham - - - - - - at	11	30	A. M.
9	4	-	- -	Bescot Bridge.			
4	6	0	42	To arrive at Wolverhampton - - - at	12	12	
9	6	-	- -	Penkridge.			
5	2	0	37	To arrive at Stafford - - - - - at	12	49	
5	6	-	- -	Norton Bridge.			
8	2	0	42	To arrive at Whitmore - - - - at	1	31	
10	6	0	31	To arrive at Crewe - - - - - at	2	2	
7	2	-	- -	Winsford.			
4	4	0	37	To arrive at Hartford - - - - at	2	39	
6	6	-	- -	Preston Brook.			
5	4	0	37	To arrive at Warrington - - - - at	3	16	
19	2	0	59	To arrive at the railway station, Liverpool - at	4	15	P. M.
97	2	4	45				
78	0	3	46	To arrive at Warrington - - - - at	3	16	P. M.
19	2	0	56	To arrive at the railway station, Manchester at	4	12	
97	2	4	42				

20 May 1839. (signed) *Lichfield.*

Grand Junction Railway Mid-day Dispatch.

Manchester, Liverpool, and Birmingham Time Bill.

Distance. M.	Distance. F.	Speed of Travelling. H.	Speed of Travelling. M.		H.	M.	
				To be dispatched from the railway station, Manchester - - - - - - - at	10	30	A. M.
19	2	0	56	To arrive at Warrington - - - - at	11	26	
				To be dispatched from the railway station, Liverpool - - - - - - at	10	30	A. M.
19	2	1	0	To arrive at Warrington - - - - at	11	30	
5	4	-	- -	Preston Brook.			
6	6	0	39	To arrive at Hartford - - - - - at	12	9	
4	4	-	- -	Winsford.			
7	2	0	35	To arrive at Crewe - - - - - at	12	44	
10	6	0	41	To arrive at Whitmore - - - - at	1	25	
8	2	-	- -	Norton Bridge.			
5	6	0	39	To arrive at Stafford - - - - - at	2	4	
5	2	-	- -	Penkridge.			
9	6	0	48	To arrive at Wolverhampton - - - at	2	52	
4	6	-	-	Bescot Bridge.			
9	4	0	38	To arrive at the railway station, Birmingham at	3	30	P. M.
97	2	5	0				

20 May 1839. (signed) *Lichfield.*

Appendix, No. 12.

Notice to the Grand Junction Railway Company.

Grand Junction Down Day Train.

Birmingham to Liverpool and Manchester Time Bill.

Distance.		Speed of Travelling.			
M.	F.	H.	M.		H. M.
				To be dispatched from the railway station, Birmingham - - - - - -	2 50 P.M.
9	4	-	-	Bescot-bridge.	
4	6	0	33	To arrive at Wolverhampton - - - at	3 23
		0	5	A stoppage of five minutes allowed at Wolverhampton.	
9	6	-	-	Penkridge.	
5	2	0	35	To arrive at Stafford - - - - - at	4 3
		0	5	A stoppage of five minutes allowed at Stafford.	
5	6	-	-	Norton-bridge.	
3	2	0	33	To arrive at Whitmore - - - - at	4 41
		0	5	A stoppage of five minutes allowed at Whitmore	
10	6	0	25	To arrive at Crewe - - - - - at	5 11
7	2	-	-	Winsford.	
4	4	0	27	To arrive at Hartford - - - - - at	5 38
		0	5	A stoppage of five minutes allowed at Hartford	
6	6	-	-	Preston Brook.	
5	4	0	27	To arrive at Warrington - - - - at	6 10
		0	5	A stoppage of five minutes allowed at Warrington.	
19	2	0	45	To arrive at the railway station, Liverpool - at	7 0 P.M.
97	2	4	10		
78	0	3	20	To arrive at Warrington - - - - at	6 10
		0	5	A stoppage of five minutes allowed at Warrington.	
6	0	-	-	Newton.	
1	0	0	16		
12	2	4	10	To arrive at Parkside - - - - - at	6 31
97	2	4	10		

(signed) *Lichfield.*

20 May 1839.

Grand Junction Up Day Train.

Manchester, Liverpool, and Birmingham Railway Time Bill.

Distance.		Speed of Travelling.			
M.	F.	H.	M.		H. M.
				To be dispatched from the railway station, Manchester, - - - - - - at	3 42 A.M.
12	2	0	30	To arrive at Parkside - - - - - at	4 12
1	0	-	-	Newton.	
6	0	0	18	To arrive at Warrington - - - - at	4 30 A.M.
19	2	0	48		
				To be dispatched from the Railway station, Liverpool - - - - - - at	3 42 A.M.
19	2	0	48	To arrive at Warrington - - - - at	4 38
		0	5	A stoppage of five minutes allowed at Warrington.	
5	4	-	-	Preston Brook.	
6	6	0	31	To arrive at Hartford - - - - at	5 6
		0	5	A stoppage of five minutes allowed at Hartford.	
4	4	-	-	Winsford.	
7	2	0	30	To arrive at Crewe - - - - - at	5 41
10	6	0	28	To arrive at Whitmore - - - - at	6 9
		0	5	A stoppage of five minutes allowed at Whitmore.	
8	2	-	-	Norton-bridge.	
5	6	0	35	To arrive at Stafford - - - - - at	6 49
		0	5	A stoppage of five minutes allowed at Stafford.	

Appendix, No. 12.

Notice to the Grand Junction Railway Company.

Distance.		Speed of Travelling.				
M.	F.	H.	M.		H.	M.
5	2	-	-	Penkridge.		
9	6	0	37	To arrive at Wolverhampton - - - at	7	31
		0	5	A stoppage of five minutes allowed at Wolverhampton.		
4	6	-	-	Bescot-bridge.		
9	4	0	36	To arrive at the railway station, Birmingham, at	8	12 A.M.
97	2	4	30			

(signed) *Lichfield.*

Grand Junction Down Night Train.

Birminghan to Liverpool and Manchester Time Bill.

Distance.		Speed of Travelling.				
M.	F.	H.	M.	To be dispatched from the railway station,	M.	H.
				Birmingham - - - - - - at	2	20 A.M.
9	4	-	-	Bescot-bridge.		
4	6	0	33	To arrive at Wolverhampton - - - at	2	53
		0	5	A stoppage of five minutes allowed at Wolverhampton.		
9	6	-	-	Penkridge.		
5	2	0	35	To arrive at Stafford - - - - - at	3	33
		0	5	A stoppage of five minutes allowed at Stafford.		
5	6	-	-	Norton-bridge.		
8	2	0	33	To arrive at Whitmore - - - - at	4	11
		0	5	A stoppage of five minutes allowed at Whitmore.		
10	6	0	25	To arrive at Crewe - - - - - at	4	41
7	2	-	-	Winsford.		
4	4	0	27	To arrive at Hartford - - - - at	5	8
		0	5	A stoppage of five minutes allowed at Hartford.		
6	6	-	-	Preston Brook.		
5	4	0	27	To arrive at Warrington - - - - at	5	40
		0	5	A stoppage of five minutes allowed at Warrington.		
19	2	0	45	To arrive at the railway station, Liverpool, at -	6	30 A.M.
97	2	4	10			
78	0	3	20	To arrive at Warrington - - - - at	5	40
		0	5	A stoppage of five minutes allowed at Warrington.		
6	0	-	-	Newton.		
1	0	0	16	To arrive at Parkside - - - - at	6	1
12	2	0	29	To arrive at the railway station, Manchester - at	6	30 A.M.
97	2	4	10			

20 May 1839. (signed) *Lichfield.*

Grand Junction Up Night Train.

Manchester, Liverpool, and Birmingham Time Bill.

Distance.		Speed of Travelling.				
M.	F.	H.	M.	To be dispatched from the railway station,	H.	M.
				Manchester - - - - - - at	7	12 P.M.
12	2	0	30	To arrive at Parkside - - - - at	7	42
1	0	-	-	Newton.		
6	0	0	18	To arrive at Warrington - - - - at	8	P.M.
19	2	0	48			

Appendix, No. 12.

Notice to the Grand Junction Railway Company.

Distance.		Speed of Travelling.			
M.	F.	H.	M.		H. M.
				To be dispatched from the railway station, Liverpool - - - - - - at	7 12 P.M.
19	2	0	48	To arrive at Warrington - - - - at	8 0
		0	5	A stoppage of five minutes allowed at Warrington.	
5	4	-	- -	Preston Brook.	
6	6	0	31	To arrive at Hartford - - - - at	8 36
		0	5	A stoppage of five minutes allowed at Hartford.	
4	4	-	- -	Winsford.	
7	2	0	30	To arrive at Crewe - - - - - at	9 11
10	6	0	28	To arrive at Whitmore - - - - at	9 39
		0	5	A stoppage of five minutes allowed at Whitmore.	
8	2	-	- -	Norton-bridge.	
5	6	0	35	To arrive at Stafford - - - - - at	10 19
		0	5	A stoppage of five minutes allowed at Stafford.	
5	2	-	- -	Penkridge.	
9	6	0	37	To arrive at Wolverhampton - - - at	11 1
		0	5	A stoppage of five minutes allowed at Wolverhampton.	
4	6	-	- -	Bescot-bridge.	
9	4	0	36	To arrive at the railway station, Birmingham, at	11 42 P.M.
97	2	4	30		

(signed) *Lichfield.*

Appendix, No. 13.

Appendix, No. 13.

Notice to the North Union Railway Company.

To the *North Union* Railway Company.

TAKE Notice, that in pursuance of the power vested in me by an Act of Parliament passed in the first and second years of the reign of Her present Majesty, intituled, "An Act to provide for the Conveyance of the Mails by Railways," I, the undersigned, Thomas William Earl of Lichfield, Her Majesty's Postmaster-general, do by this writing under my hand require and direct that the mails and post letter-bags shall, from and after the 19th day of June next, be conveyed and forwarded by you on your railway, either by the ordinary trains of carriages or by special trains, as need may be, from Parkside to Preston, and from Preston to Parkside respectively, by two several dispatches each way in each day of every week, at such times and hours in the day and night, and subject to such regulations and restrictions, as to speed of travelling, places, times, and duration of stoppages, and times of arrival, as are mentioned and set forth in the several time-bills hereunto annexed, together with the guards appointed and employed by the Postmaster-general in charge thereof, and other officers of the Post-office as hereinafter mentioned; and I also require you, at your own costs, to provide and furnish, from and after the said 19th day of June next, a separate or Post-office carriage for sorting letters, fitted up in such manner as in the said Act mentioned, for the purpose of daily forwarding thereby the dispatch to be sent by the train which will leave the station at Parkside at $6^h.\ 36^m.$ P.M. for Preston; and also a separate or Post-office carriage for sorting letters, fitted up as aforesaid, for the purpose of daily forwarding thereby the dispatch to be sent by the train which will leave the station at Preston at $3^h.\ 7^m.$ A.M. for Parkside; and also a separate or Post-office carriage for sorting letters, fitted up in such manner as in the said Act mentioned, for the purpose of daily forwarding thereby the dispatch to be sent by the train which will leave the station at Parkside at $6^h.\ 6^m.$ A.M. for Preston; and also a separate or Post-office carriage for sorting letters, fitted up as aforesaid, for the purpose of daily forwarding thereby the dispatch to be sent by the train which will leave the station at Preston at $6^h.\ 37^m.$ P.M. for Parkside, and that the guards, officers, and clerks of the Post-office attending each and every such dispatch, shall be conveyed in and by the separate or Post-office carriage carrying the same; and I require and direct you to receive, take up, and convey in and upon such carriages respectively, all such mails and post letter-bags as shall for that purpose be tendered to you, or any of your officers, servants, or agents, by any officer of the Post-office, and to deliver and have such mails or post letter-bags, and the guards, officers, and servants attending the same, at such places on the line of your railway as the Postmaster-general shall in that behalf from time to time reasonably order or direct; and I further require you, from and after the said 19th day of June next, at your own costs, to provide and furnish sufficient carriages and engines on your railway, for the conveyance of the mails and post letter-bags, in manner hereinbefore directed, to the satisfaction of Her Majesty's Postmaster-general; and I give you notice, that the services required of you by certain notices under my hand, bearing date respectively the 29th day of August, the 1st day of October, the 31st day of October, the 5th day of November, and the 5th day of January last, shall cease and determine on and from the said 19th day of June next, and that from thenceforth the services required by this notice shall be substituted for them.

General Post-office, 20 May 1839. (signed) *Lichfield*

TIME BILLS referred to in the foregoing Notice.

Day Mail Train Down, North Union Company.

Parkside and Preston Time Bill.

Distance.		Speed of Travelling.				
M.	F.	H.	M.		H.	M.
				To be dispatched from the railway station, Parkside, at - - - - - - -	6	36 P.M.
6	6	-	- -	Wigan.		
9	0	-	-	Chorley station.		
6	4	1	0	To arrive at the railway station, Preston, at -	7	36 P.M.
22	2	1	0			

RETURN.

Distance.		Speed of Travelling.				
M.	F.	H.	M.		H.	M.
				To be dispatched from the railway station, Preston, at - - - - - -	3	7 A.M.
6	4	-	- -	Chorley station.		
9	0	-	- -	Wigan.		
6	6	1	0	To arrive at the railway station, Parkside, at -	4	7 A.M.
22	2	1	0			

20 May 1839. (signed) *Lichfield.*

Night Mail Down, North Union Company.

Parkside and Preston Time Bills.

Distance.		Speed of Travelling.				
M.	F.	H.	M.		H.	M.
				To be dispatched from the railway station, Parkside, at - - - - - -	6	6 A.M.
6	6	-	- -	Wigan.		
9	0	-	- -	Chorley station.		
6	4	1	0	To arrive at the railway station, Preston, at -	7	6 A.M.
22	2	1	0			

RETURN.

Distance.		Speed of Travelling.				
M.	F.	H.	M.		H.	M.
				To be dispatched from the railway station, Preston, at - - - - - -	6	37 P.M.
6	4	-	- -	Chorley station.		
9	0	-	- -	Wigan.		
6	6	1	0	To arrive at the railway station, Parkside, at -	7	37 P.M.
22	2	1	0			

20 May 1839. (signed) *Lichfield.*

Appendix, No. 14.

Hours of Departure and Arrival of Mails by Railway.

Appendix, No. 14.

RETURNS of the Hours of Departure and Arrival of the Morning and Evening Mails from London to Birmingham, and from Birmingham to Warrington, and from Warrington to Preston, fixed by the Postmaster-General; and the Hours at which they did actually Depart and Arrive each Day, as exhibited by the Time Bills, since the Opening of the North Union Railway, to the First Day of this instant March; of the Average Speed of Travelling required by the Postmaster-General for the Mail Trains on the London and Birmingham, the Grand Junction, and the North Union Railways respectively, and of any Fines or Penalties which the above-named Railroad Companies have incurred, and what have actually been levied by the Postmaster-General under the Powers vested in him by the Act 1 & 2 Vict. c. 98; also, a RETURN of the Hours of Departure and Arrival of the Morning and Evening Mails from Preston to Warrington, from Warrington to Birmingham, from Birmingham to London, fixed by the Postmaster-General, and the Hours at which they did actually Depart and Arrive each Day, as exhibited by the Time Bills, since the Opening of the North Union Railway.

LONDON TO BIRMINGHAM.—DAY MAIL.

DATE.	Time of Departure from London, fixed by the Postmaster-general, 11 A.M. — Actual Time of Departure, as shown by the Time Bills.		Time of Arrival at Birmingham, fixed by the Postmaster-general, 5 P.M. — Actual Time of Arrival, as shown by the Time Bills.	
	H.	M.	H.	M.
1838:				
November 8	11	5	4	40
9	11	0	5	0
10	11	0	4	20
11	11	0	4	57
12	11	3	4	38
13	11	0	4	25
14	11	6	4	40
15	11	0	4	40
16	11	8	4	15
17	11	0	4	27
18	11	13	4	43
19	11	0	4	50
20	11	8	4	25
21	—		—	
22	11	5	4	37
23	11	0	4	30
24	11	5	5	15
25	11	0	4	23
26	11	5	4	20
27	11	0	4	20
28	11	15	4	31
29	11	5	4	50
30	11	5	4	30
December 1	11	5	4	20
2	11	10	4	35
3	11	10	4	25
4	11	8	4	30

DATE.	Time of Departure from London, fixed by the Postmaster-general, 11 A.M. — Actual Time of Departure, as shown by the Time Bills.		Time of Arrival at Birmingham, fixed by the Postmaster-general, 5 P.M. — Actual Time of Arrival, as shown by the Time Bills.	
	H.	M.	H.	M.
1838:				
December 5	11	5	4	40
6	11	6	4	38
7	11	5	4	20
8	11	9	4	52
9	11	5	4	10
10	11	7	4	20
11	11	5	4	26
12	11	7	4	47
13	11	5	5	30
14	11	5	4	27
15	11	5	4	30
16	11	8	4	35
17	11	5	4	30
18	11	8	4	45
19	11	5	4	45
20	11	5	4	45
21	11	5	4	35
22	11	7	4	55
23	11	5	4	45
24	11	7	4	50
25	11	5	4	25
26	11	7	4	37
27	11	5	4	34
28	11	8	4	35
29	11	5	4	34
30	11	8	4	15
31	11	5	4	30

London to Birmingham.—Day Mail—*continued.*

DATE.	Time of Departure from London, fixed by the Postmaster-general, 11 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival in Birmingham, fixed by the Postmaster-general, 5 P.M. — Actual Time of Arrival, as shown by the Time Bills.
1839:	H. M.	H. M.
January 1	11 8	4 43
2	11 5	4 35
3	11 0	4 50
4	11 5	4 30
5	11 6	4 20
6	11 5	4 25
7	11 6	4 54
8	11 5	5 0
9	—	—
10	11 5	4 25
11	11 5	4 20
12	11 5	4 39
13	11 0	4 35
14	11 5	4 37
15	11 10	5 40
16	11 5	4 38
17	11 10	4 32
18	11 5	4 38
19	11 8	5 0
New Times	Of Departure, fixed by the Postmaster-general, 9 30 A.M. — Actual Time of Departure, as shown by the Time Bills.	Of Arrival, fixed by the Postmaster-general, 3 30 P.M. — Actual Time of Arrival, as shown by the Time Bills.
	H. M.	H. M.
20	9 30	3 20
21	9 38	3 22
22	9 35	3 23
23	9 38	3 27

DATE.	Time of Departure from London, fixed by the Postmaster-general, 9 30 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Birmingham, fixed by the Postmaster-general, 3 30 P.M. — Actual Time of Arrival, as shown by the Time Bills.
1839:	H. M.	H. M.
January 24	9 35	3 30
25	9 30	3 20
26	9 35	3 17
27	9 30	3 24
28	9 30	3 20
29	9 30	3 20
30	9 35	3 30
31	9 30	4 20
February 1	9 35	3 20
2	9 30	3 5
3	9 35	3 12
4	9 30	3 20
5	9 35	3 12
6	9 30	3 27
7	9 35	3 20
8	9 30	3 17
9	9 35	3 15
10	9 30	3 20
11	9 35	3 22
12	9 30	3 20
13	9 35	3 20
14	9 30	3 18
15	9 35	3 22
16	9 30	3 31
17	9 35	3 25
18	9 30	3 30
19	9 35	3 20
20	9 30	3 45
21	9 30	3 12
22	9 30	3 27
23	9 30	3 25
24	9 30	3 35
25	9 30	3 44
26	9 35	3 22
27	9 40	3 50
28	9 30	3 20

Birmingham to Parkside.—Day Mail.

DATE.	Time of Departure from Birmingham, fixed by the Postmaster-general, 5 30 P.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Parkside, fixed by the Postmaster-general, 9 32 P.M. — Actual Time of Arrival, as shown by the Time Bills.
1838:	H. M.	H. M.
November 8	5 22	9 30
9	5 35	9 30
10	5 20	10 12
11	5 10	10 30
12	5 17	9 26
13	5 30	9 45
14	5 35	9 45
15	5 30	9 20

DATE.	Time of Departure from Birmingham, fixed by the Postmaster-general, 5 30 P.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Parkside, fixed by the Postmaster-general, 9 32 P.M. — Actual Time of Arrival, as shown by the Time Bills.
1838:	H. M.	H. M.
November 16	5 40	9 45
17	5 38	9 35
18	5 10	9 38
19	5 40	9 20
20	5 40	9 26
21	—	—
22	5 37	9 28
23	5 37	9 20

(*continued*)

Appendix, No. 14.

Hours of Departure and Arrival of Mails by Railway.

Birmingham to Parkside.—Day Mail—*continued.*

DATE.	Time of Departure from Birmingham, fixed by the Postmaster-general, 5 30 P.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Parkside, fixed by the Postmaster-general, 9 32 P.M. — Actual Time of Arrival, as shown by the Time Bills.
1838:	H. M.	H. M.
November 24	5 43	9 28
25	5 37	9 40
26	5 35	9 25
27	5 40	9 55
28	5 40	9 25
29	5 40	9 40
30	5 35	9 25
December 1	5 40	9 40
2	5 23	9 25
3	5 40	9 30
4	5 50	10 8
5	5 40	9 25
6	5 41	9 20
7	5 40	9 27
8	5 42	9 37
9	5 10	9 0
10	5 30	9 20
11	5 35	9 25
12	5 30	9 40
13	5 50	9 30
14	5 42	9 32
15	5 40	9 35
16	5 25	9 30
17	5 43	9 25
18	5 35	10 8
19	5 40	9 25
20	5 40	9 30
21	5 40	9 25
22	5 45	9 37
23	5 40	9 20
24	5 12	9 25
25	5 40	9 30
26	5 30	9 30
27	5 36	9 35
28	5 33	9 20
29	5 36	9 25
30	5 5	9 14
31	5 40	9 20
1839:		
January 1	5 40	10 0
2	5 30	9 10
3	5 40	9 25
4	5 35	9 20
5	5 40	9 20
6	5 20	9 10
7	5 40	9 25
8	5 40	9 45
9	—	—
10	5 40	9 20
11	5 40	9 25
12	5 40	9 20
13	5 10	9 10

DATE.	Time of Departure from Birmingham, fixed by the Postmaster-general, 5 30 P.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Parkside, fixed by the Postmaster-general, 9 32 P.M. — Actual Time of Arrival, as shown by the Time Bills.
1839:	H. M.	H. M.
January 14	5 35	9 25
15	6 0	9 20
16	5 42	9 20
17	5 40	9 25
18	5 40	9 50
19	5 40	9 24
20	5 9	8 50

New Times

DATE.	Of Departure, fixed by the Postmaster-general, 4 P.M. — Actual Time of Departure, as shown by the Time Bills.	Of Arrival, fixed by the Postmaster-general, 8 2 P.M. — Actual Time of Arrival, as shown by the Time Bills.
1839:	H. M.	H. M.
January 21	3 45	7 20
22	4 9	8 10
23	4 7	7 35
24	4 7	8 0
25	4 7	8 25
26	4 10	8 10
27	4 10	8 28
28	4 0	8 0
29	4 0	9 40
30	4 10	8 45
31	4 40	9 15
February 1	4 10	7 55
2	4 0	7 35
3	4 10	8 12
4	4 7	7 25
5	4 5	7 40
6	4 8	8 25
7	4 6	7 40
8	4 10	7 40
9	4 8	7 50
10	4 15	7 50
11	4 10	8 0
12	4 5	7 35
13	4 10	7 35
14	4 10	7 40
15	4 10	7 59
16	4 10	7 35
17	4 10	7 50
18	4 6	7 40
19	4 10	7 45
20	4 20	9 5
21	4 10	7 40
22	4 10	7 50
23	4 10	7 40
24	4 30	9 0
25	4 15	9 35
26	4 12	7 53
27	4 15	8 15
28	4 10	7 40

PARKSIDE TO PRESTON.—Day Mail.

DATE.	Time of Departure from Parkside, fixed by the Postmaster-general, 9 32 P.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Preston, fixed by the Postmaster-general, 10 56 P.M. — Actual Time of Arrival, as shown by the Time Bills.
1838:	H. M.	H. M.
November 8	9 37	10 30
9	10 5	11 20
10	10 15	11 10
11	10 40	11 30
12	9 30	10 25
13	9 50	10 40
14	9 50	10 45
15	9 30	10 25
16	9 50	10 53
17	9 40	10 50
18	9 45	11 0
19	9 25	10 25
20	9 31	10 25
21	—	—
22	10 0	10 55
23	10 45	12 5
24	9 31	10 30
25	9 50	10 30
26	9 30	10 25
27	10 10	11 0
28	9 33	10 25
29	9 50	10 45
30	9 30	10 20
December 1	9 55	10 35
2	9 45	10 45
3	10 25	11 40
4	10 15	11 10
5	9 35	10 25
6	9 30	10 25
7	9 35	10 25
8	9 50	10 50
9	9 10	10 10
10	9 25	10 23
11	9 32	10 40
12	9 50	10 40
13	9 42	10 40
14	9 42	10 35
15	9 40	10 20
16	9 37	10 25
17	9 35	10 20
18	10 22	11 13
19	9 30	10 20
20	9 38	10 40
21	9 45	10 40
22	9 54	10 40
23	9 30	10 30
24	9 30	10 25
25	9 40	10 25
26	9 45	10 35
27	9 45	10 35
28	9 30	10 25
29	9 35	10 25
30	9 20	10 20
31	9 30	10 25
1839:		
January 1	10 10	11 0
2	9 20	10 10
3	9 30	10 25

DATE.	Time of Departure from Parkside, fixed by the Postmaster-general, 9 32 P.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Preston, fixed by the Postmaster-general, 10 56 P.M. — Actual Time of Arrival, as shown by the Time Bills.
1839:	H. M.	H. M.
January 4	9 30	10 20
5	9 40	10 45
6	9 20	10 20
7	9 35	10 45
8	10 0	1 35
9	—	—
10	9 30	10 25
11	9 40	10 30
12	9 30	10 25
13	9 30	10 30
14	9 35	10 20
15	9 30	10 20
16	9 30	10 24
17	9 35	10 25
18	10 0	10 50
19	9 35	10 25
20	9 0	9 50

New Times

	Of Departure, fixed by the Postmaster-general, 8 2 P.M. — Actual Time of Departure, as shown by the Time Bills.	Of Arrival, fixed by the Postmaster-general, 9 26 P.M. — Actual Time of Arrival, as shown by the Time Bills.
1839:	H. M.	H. M.
January 21	7 30	8 40
22	8 20	9 15
23	7 45	8 40
24	8 15	9 5
25	8 36	9 32
26	8 25	9 15
27	8 40	9 35
28	8 10	9 5
29	9 50	10 40
30	8 55	9 50
31	9 20	10 10
February 1	8 10	9 0
2	7 40	8 40
3	8 21	9 15
4	7 33	8 30
5	8 15	9 15
6	8 35	9 35
7	7 50	9 10
8	8 0	9 10
9	8 0	8 55
10	8 3	9 0
11	8 15	9 20
12	7 50	9 10
13	7 45	9 35
14	7 45	8 55
15	8 15	9 10
16	7 45	8 40
17	8 35	9 50
18	7 45	8 55

Appendix, No. 14.

Hours of Departure and Arrival of Mails by Railway.

PARKSIDE TO PRESTON.—Day Mail—*continued.*

DATE.	Time of Departure from Parkside, fixed by the Postmaster-general, 8 2 P.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Preston, fixed by the Postmaster-general, 9 26 P.M. — Actual Time of Arrival, as shown by the Time Bills.	DATE.	Time of Departure from Parkside, fixed by the Postmaster-general, 8 2 P.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Preston, fixed by the Postmaster-general, 9 26 P.M. — Actual Time of Arrival, as shown by the Time Bills.
1839:	H. M.	H. M.	1839:	H. M.	H. M.
February 19	7 50	8 56	February 24	9 10	10 20
20	9 15	10 20	25	9 45	11 0
21	7 45	8 40	26	8 23	9 15
22	8 26	9 25	27	8 20	9 15
23	7 55	9 5	28	7 45	9 5

LONDON TO BIRMINGHAM.—Night Mail.

DATE.	Time of Departure from London, fixed by the Postmaster-general, 8 30 P.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Birmingham, fixed by the Postmaster-general, 2 38 A.M. — Actual Time of Arrival, as shown by the Time Bills.	DATE.	Time of Departure from London, fixed by the Postmaster-general, 8 30 P.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Birmingham, fixed by the Postmaster-general, 2 38 A.M. — Actual Time of Arrival, as shown by the Time Bills.
1838:	H. M.	H. M.	1838:	H. M.	H. M.
November 7	8 42	2 28	December 15	8 42	5 35
8	8 30	3 0	16	8 30	2 29
9	8 44	5 25	17	8 43	2 37
10	9 0	3 27	18	8 30	2 40
11	8 35	2 38	19	8 40	2 38
12	8 40	3 12	20	8 40	2 44
13	8 47	3 15	21	8 47	2 57
14	8 45	2 50	22	8 55	3 43
15	8 37	3 0	23	8 39	2 25
16	8 40	3 38	24	9 5	3 8
17	8 47	2 41	25	8 40	2 28
18	8 35	2 22	26	8 40	2 30
19	8 45	2 39	27	8 45	3 32
20	8 40	2 40	28	8 33	2 59
21	8 40	3 17	29	8 55	2 28
22	8 40	2 30	30	8 30	2 34
23	—	—	31	9 4	3 5
24	8 45	2 32	1839:		
25	8 34	2 10	January 1	8 40	3 7
26	8 47	2 35	2	8 42	2 35
27	8 41	2 40	3	8 40	3 6
28	8 45	3 0	4	8 42	2 54
29	8 43	2 55	5	8 45	2 48
30	8 55	3 15	6	8 39	2 45
December 1	8 45	2 55	7	8 35	2 53
2	8 30	2 30	8	8 35	4 12
3	8 36	2 54	9	8 35	2 38
4	8 30	2 45	10	8 36	2 38
5	8 45	2 38	11	8 40	3 11
6	8 40	3 3	12	8 50	2 28
7	8 46	3 33	13	8 30	2 5
8	8 45	3 17	14	8 41	2 59
9	8 32	2 19	15	8 40	2 27
10	8 40	6 32	16	8 40	2 25
11	8 35	2 29	17	8 40	2 27
12	8 30	2 50	18	8 39	2 56
13	8 47	2 28	19	8 40	2 35
14	8 40	2 45	20	8 39	2 26

London to Birmingham.—Night Mail—*continued.*

DATE.	Time of Departure from London, fixed by the Postmaster-general, 8 30 P.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Birmingham, fixed by the Postmaster-general, 2 38 A.M. — Actual Time of Arrival, as shown by the Time Bills.	DATE.	Time of Departure from London, fixed by the Postmaster-general, 8 30 P.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Birmingham, fixed by the Postmaster-general, 2 38 A.M. — Actual Time of Arrival, as shown by the Time Bills.
1839:	H. M.	H. M.	1839:	H. M.	H. M.
January 21	8 38	2 43	February 9	8 45	3 12
22	8 39	2 54	10	8 35	2 30
23	8 40	2 27	11	8 39	3 4
24	8 39	2 40	12	8 35	3 3
25	8 35	2 57	13	8 39	2 54
26	8 50	2 52	14	8 37	2 35
27	8 35	2 25	15	8 35	2 37
28	8 44	3 2	16	8 40	2 38
29	8 40	4 58	17	8 35	4 57
30	8 49	3 57	18	8 35	3 6
31	9 8	3 19	19	8 35	2 26
			20	8 35	3 8
February 1	8 40	2 41	21	8 36	3 35
2	8 50	2 46	22	8 35	3 22
3	8 39	2 25	23	8 37	2 30
4	8 35	2 38	24	8 30	2 21
5	8 38	2 30	25	8 38	3 22
6	8 35	3 28	26	8 35	2 28
7	8 44	5 28	27	8 37	2 52
8	8 35	3 43	28	8 45	2 49

BIRMINGHAM TO PARKSIDE.—Night Mail.

DATE.	Time of Departure from Birmingham, fixed by the Postmaster-general, 3 8 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Parkside, fixed by the Postmaster-general, 7 10 A.M. — Actual Time of Arrival, as shown by the Time Bills.	DATE.	Time of Departure from Birmingham, fixed by the Postmaster-general, 3 8 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Parkside, fixed by the Postmaster-general, 7 10 A.M. — Actual Time of Arrival, as shown by the Time Bills.
1838:	H. M.	H. M.	1838:	H. M.	H. M.
November 8	3 10	7 40	December 1	3 55	7 50
9	3 33	7 30	2	3 35	8 14
10	6 0	9 50	3	3 25	7 10
11	4 0	8 30	4	3 33	8 10
12	3 10	8 2	5	3 34	7 35
13	3 43	8 27	6	3 24	7 18
14	3 55	9 17	7	3 55	8 15
15	3 20	7 47	8	4 15	8 5
16	3 35	7 30	9	3 58	8 0
17	4 15	8 27	10	4 0	8 38
18	3 23	7 50	11	7 0	10 37
19	3 20	7 29	12	3 38	7 46
20	3 25	8 0	13	3 27	8 0
21	3 33	7 30	14	3 38	7 56
22	3 56	8 17	15	3 38	7 42
23	3 45	7 30	16	6 14	11 36
24	3 35	9 48	17	3 40	7 25
25	3 20	7 37	18	3 41	8 0
26	3 26	8 5	19	3 25	7 45
27	3 33	8 7	20	3 35	7 51
28	3 33	7 24	21	3 39	8 25
29	3 40	7 55	22	3 43	7 45
30	3 33	7 40	23	4 28	8 50
			24	3 33	7 42
			25	3 54	7 55

Appendix, No. 14.

Hours of Departure and Arrival of Mails by Railway.

Birmingham to Parkside.—Night Mail—*continued.*

DATE.	Time of Departure from Birmingham, fixed by the Postmaster-general, 3 8 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Parkside, fixed by the Postmaster-general, 7 10 A.M. — Actual Time of Arrival, as shown by the Time Bills.	DATE.	Time of Departure from Birmingham, fixed by the Postmaster-general, 3 8 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Parkside, fixed by the Postmaster-general, 7 10 A.M. — Actual Time of Arrival, as shown by the Time Bills.
1838:	H. M.	H. M.	1839:	H. M.	H. M.
December 26	3 27	8 42	January 27	3 42	7 50
27	3 33	7 50	28	3 18	7 25
28	4 15	8 42	29	3 41	8 10
29	3 36	7 30	30	5 37	10 7
30	3 21	7 35	31	4 39	9 30
31	3 13	7 0			
1839			February 1	3 59	8 2
January 1	3 43	8 3	2	3 43	7 37
2	3 40	8 22	3	3 37	7 29
3	3 18	7 23	4	3 40	7 26
4	3 40	7 43	5	3 16	7 20
5	3 27	7 50	6	3 8	7 6
6	3 43	8 7	7	4 8	8 0
7	3 40	8 35	8	6 12	10 0
8	3 38	9 39	9	4 14	8 5
9	4 50	9 45	10	3 51	7 55
10	3 38	7 40	11	3 15	7 5
11	4 15	8 5	12	3 48	7 38
12	3 44	8 3	13	3 44	7 45
13	3 30	7 53	14	3 31	7 38
14	3 40	7 29	15	3 15	7 28
15	3 40	8 22	16	3 20	7 40
16	3 15	9 35	17	3 20	7 20
17	3 15	7 45	18	5 25	9 33
18	3 39	7 40	19	3 40	7 55
19	3 38	7 50	20	3 13	7 10
20	3 18	8 30	21	3 41	7 41
21	3 18	7 30	22	4 9	8 0
22	3 28	7 40	23	3 56	7 55
23	3 36	7 50	24	3 15	7 10
24	3 18	7 35	25	3 15	7 20
25	3 33	8 10	26	4 17	8 45
26	3 35	7 40	27	3 14	10 3
			28	3 50	7 55

Parkside to Preston.—Night Mail.

DATE.	Time of Departure from Parkside, fixed by the Postmaster-general, 7 10 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Preston, fixed by the Postmaster-general, 8 34 A.M. — Actual Time of Arrival, as shown by the Time Bills.	DATE.	Time of Departure from Parkside, fixed by the Postmaster-general, 7 10 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Preston, fixed by the Postmaster-general, 8 34 A.M. — Actual Time of Arrival, as shown by the Time Bills.
1838:	H. M.	H. M.	1838:	H. M.	H. M.
November 8	7 50	8 52	November 18	8 3	9 15
9	7 40	8 30	19	7 40	8 30
10	10 0	10 50	20	8 10	9 5
11	8 40	9 25	21	7 30	8 30
12	8 9	9 0	22	8 23	9 20
13	8 36	9 30	23	7 37	8 25
14	9 23	10 18	24	9 57	10 47
15	7 55	8 48	25	8 45	10 5
16	8 48	10 48	26	8 10	9 0
17	8 35	9 50	27	8 12	9 10

PARKSIDE TO PRESTON.—Night Mail—*continued.*

DATE.	Time of Departure from Parkside, fixed by the Postmaster-general, 7 10 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Preston, fixed by the Postmaster-general, 8 34 A.M. — Actual Time of Arrival, as shown by the Time Bills.
	H. M.	H. M.
1838:		
November 28	7 37	8 44
29	8 0	9 10
30	7 50	8 43
December 1	7 55	8 55
2	8 38	9 45
3	7 20	8 26
4	8 20	9 20
5	7 45	8 45
6	7 30	8 30
7	8 25	9 20
8	8 24	9 15
9	8 12	9 10
10	8 47	9 37
11	10 50	11 50
12	7 57	8 55
13	8 10	9 0
14	8 9	9 0
15	7 50	8 40
16	11 53	12 47
17	7 42	8 36
18	8 9	8 58
19	8 0	9 0
20	8 5	9 15
21	8 35	9 50
22	8 8	9 8
23	9 8	10 0
24	7 52	8 43
25	8 10	9 3
26	8 50	9 43
27	8 0	8 50
28	8 56	9 53
29	7 45	8 35
30	7 45	8 34
31	7 20	8 15
1839:		
January 1	8 20	9 26
2	8 31	9 26
3	7 34	8 28
4	7 50	8 45
5	7 59	8 49
6	8 20	9 30
		- - Bill not filled up, the train having stopped four miles from Preston, fearing to cross the Ribble in consequence of the high wind.
7	9 5	
8	9 50	10 45
9	9 55	11 40

DATE.	Time of Departure from Parkside, fixed by the Postmaster-general, 7 10 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Preston, fixed by the Postmaster-general, 8 34 A.M. — Actual Time of Arrival, as shown by the Time Bills.
	H. M.	H. M.
1839:		
January 10	7 50	8 50
11	8 15	9 21
12	8 15	10 20
13	8 0	8 55
14	7 40	8 30
15	8 30	9 26
16	9 45	10 30
17	8 0	8 45
18	7 52	8 45
19	8 5	9 0
20	8 50	9 42
21	7 38	8 35
22	7 55	8 45
23	7 59	8 47
24	7 50	8 50
25	8 25	9 20
26	7 40	9 10
27	8 4	8 47
28	7 35	8 20
29	8 20	9 7
30	10 27	11 25
31	9 40	10 37
February 1	8 16	9 7
2	7 54	8 52
3	7 39	8 33
4	7 40	8 36
5	8 40	9 50
6	7 15	8 22
7	8 13	9 18
8	10 10	11 16
9	8 25	9 20
10	8 7	9 0
11	7 35	8 25
12	9 3	10 0
13	7 56	8 51
14	7 51	8 48
15	7 46	8 47
16	8 0	9 12
17	7 35	8 22
18	9 42	10 30
19	8 5	8 55
20	7 48	8 34
21	7 55	8 40
22	8 10	9 5
23	8 12	9 0
24	7 0	8 25
25	7 39	8 37
26	8 56	9 52
27	10 14	11 25
28	8 10	9 12

Appendix, No. 14.

Hours of Departure and Arrival of Mails by Railway.

PRESTON TO PARKSIDE.—Night Mail.

DATE.	Time of Departure from Preston, fixed by the Postmaster-general, 5 18 P. M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Parkside, fixed by the Postmaster-general, 6 42 P. M. — Actual Time of Arrival, as shown by the Time Bills.
1838:	H. M.	H. M.
November 8	5 5	6 20
9	5 10	6 20
10	5 33	6 30
11	5 35	6 35
12	5 27	6 20
13	5 20	6 18
14	5 20	6 18
15	5 20	6 23
16	5 20	6 24
17	5 22	6 30
18	5 23	6 30
19	5 25	6 25
20	5 23	6 26
21	5 25	6 30
22	5 24	6 24
23	5 25	6 45
24	5 22	6 30
25	5 35	6 30
26	5 30	6 44
27	5 30	6 30
28	5 23	7 5
29	5 22	6 25
30	5 21	6 15
December 1	5 20	6 15
2	5 28	6 25
3	5 28	9 0
4	5 25	6 28
5	5 20	6 15
6	5 24	6 25
7	5 25	6 40
8	5 22	6 29
9	5 37	6 45
10	5 18	6 16
11	5 20	6 23
12	5 18	6 16
13	5 17	6 25
14	5 20	6 14
15	5 20	6 15
16	5 33	6 32
17	5 16	6 15
18	5 23	6 23
19	5 23	6 20
20	5 23	6 36
21	5 30	6 40
22	5 20	6 12
23	5 30	6 34
24	5 24	6 20
25	5 20	6 10
26	5 18	6 13
27	5 25	6 25
28	5 17	6 13
29	5 20	6 15
30	5 30	6 22
31	5 22	6 19
1839:		
January 1	5 18	6 14
2	5 18	6 15
3	5 21	6 23

DATE.	Time of Departure from Preston, fixed by the Postmaster-general, 5 18 P. M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Parkside, fixed by the Postmaster-general, 6 42 P. M. — Actual Time of Arrival, as shown by the Time Bills.
1839:	H. M.	H. M.
January 4	5 20	6 20
5	5 38	6 38
6	5 30	7 4
7	5 45	6 50
8	5 27	6 35
9	5 30	6 40
10	5 30	6 34
11	5 38	6 48
12	5 18	6 23
13	5 25	6 28
14	5 20	6 10
15	5 22	6 22
16	5 29	6 29
17	5 25	6 25
18	5 21	6 20
19	5 20	6 12
20	5 20	6 25
21	5 18	6 10
22	5 15	6 15
23	5 31	6 22
24	5 22	6 20
25	5 35	6 25
26	5 18	6 42
27	5 30	6 25
28	5 20	6 22
29	5 29	6 20
30	5 27	6 12
31	5 20	6 20
February 1	5 24	6 20
2	5 25	6 17
3	5 26	6 20
4	5 20	6 16
5	5 45	6 40
6	5 35	6 37
7	5 35	6 36
8	5 32	6 32
9	5 29	6 26
10	5 20	6 20
11	5 25	6 20
12	5 30	6 27
13	5 19	6 21
14	5 30	6 30
15	5 25	6 42
16	5 25	6 23
17	5 40	6 36
18	5 20	6 25
19	5 40	6 36
20	5 27	6 23
21	5 30	6 20
22	5 25	6 22
23	5 34	6 32
24	5 25	6 27
25	5 20	6 23
26	5 30	6 27
27	5 25	6 20
28	5 30	6 30

PARKSIDE TO BIRMINGHAM.—Night Mail.

DATE.	Time of Departure from Parkside, fixed by the Postmaster-general, 6 42 P.M. — Actual Time of Departure, as shown by the Time Bills.		Time of Arrival at Birmingham, fixed by the Postmaster-general, 10 58 P.M. — Actual Time of Arrival, as shown by the Time Bills.	
1838:	H.	M.	H.	M.
November 8	6	45	11	15
9	6	55	11	20
10	6	55	11	45
11	7	20	11	50
12	7	23	12	15
13	7	12	12	5
14	7	0	11	22
15	6	50	11	0
16	6	55	11	3
17	7	0	11	25
18	7	0	11	18
19	6	55	11	15
20	6	53	11	20
21	7	0	11	45
22	7	0	11	23
23	7	5	10	55
24	6	55	11	0
25	7	0	11	30
26	6	58	11	17
27	7	0	12	0
28	7	20	11	31
29	7	5	11	40
30	7	0	11	0
December 1	7	15	11	15
2	7	0	11	22
3	9	11	1	10
4	6	55	10	57
5	7	0	11	9
6	7	0	11	5
7	7	0	11	2
8	7	0	11	0
9	7	20	11	0
10	6	55	11	13
11	7	0	11	5
12	6	51	11	17
13	6	50	10	43
14	6	51	10	44
15	6	50	11	7
16	7	10	11	50
17	7	0	11	40
18	7	0	10	51
19	7	0	11	31
20	6	54	11	19
21	7	3	11	40
22	7	2	12	15
23	7	0	11	42
24	7	2	11	14
25	6	50	12	3
26	6	58	12	40
27	7	20	12	1
28	6	50	11	3
29	6	50	10	55
30	6	51	10	55
31	6	50	11	3

DATE.	Time of Departure from Parkside, fixed by the Postmaster-general, 6 42 P.M. — Actual Time of Departure, as shown by the Time Bills.		Time of Arrival at Birmingham, fixed by the Postmaster-general, 10 58 P.M. — Actual Time of Arrival, as shown by the Time Bills.	
1839:	H.	M.	H.	M.
January 1	6	58	10	54
2	6	57	11	7
3	8	28	1	38
4	7	0	11	35
5	7	0	11	50
6	7	15	11	6
7	7	20	11	57
8	7	0	11	28
9	7	5	11	17
10	6	50	11	12
11	7	6	11	26
12	6	57	11	52
13	6	52	10	56
14	6	48	11	0
15	6	50	11	14
16	7	0	11	38
17	7	4	11	18
18	6	51	11	14
19	6	45	10	42
20	6	45	11	0
21	6	55	11	5
22	6	50	11	35
23	6	48	10	57
24	6	55	11	12
25	6	50	11	10
26	6	52	1	18
27	6	49	11	0
28	6	50	11	13
29	6	46	3	8
30	6	45	11	47
31	6	49	12	31
February 1	6	46	11	0
2	6	51	11	3
3	6	57	11	7
4	6	50	11	30
5	6	57	11	10
6	6	50	10	55
7	6	55	10	58
8	6	51	11	9
9	6	48	10	48
10	6	48	10	40
11	6	45	11	10
12	6	54	11	8
13	6	45	11	16
14	6	50	10	55
15	6	54	11	23
16	6	55	11	11
17	6	55	11	25
18	6	46	11	18
19	6	54	11	13
20	6	52	11	29
21	6	50	11	50
22	6	50	10	50
23	6	55	10	58
24	6	58	11	12
25	6	55	10	45
26	6	53	11	10
27	6	50	11	30
28	6	58	11	3

Appendix, No. 14.

Hours of Departure and Arrival of Mails by Railway.

BIRMINGHAM TO LONDON.—Night Mail.

DATE.	Time of Departure from Birmingham, fixed by the Postmaster-general, 11 30 P.M. — Actual Time of Departure, as shown by the Time Bills.		Time of Arrival in London, fixed by the Postmaster-general, 5 37 A.M. — Actual Time of Arrival, as shown by the Time Bills.	
	H.	M.	H.	M.
1838:				
November 8	11	40	8	25
9	11	50	6	0
10	12	15	10	50
11	12	0	6	0
12	12	40	6	57
13	12	30	7	13
14	12	5	6	5
15	11	45	5	55
16	11	43	6	25
17	11	50	6	0
18	11	40	6	32
19	11	50	6	10
20	11	47	6	15
21	12	10	6	30
22	11	50	5	59
23	11	43	6	5
24	11	38	5	41
25	11	55	6	0
26	11	43	6	22
27	12	25	6	11
28	11	55	6	0
29	12	0	6	36
30	11	40	5	47
December 1	11	40	6	10
2	11	53	6	18
3	1	18	6	30
4	11	33	6	42
5	11	36	6	5
6	11	37	6	8
7	11	35	6	10
8	11	40	6	45
9	11	52	6	7
10	12	3	5	51
11	11	36	5	50
12	11	43	6	0
13	11	25	5	20
14	11	37	5	55
15	12	0	8	5
16	12	16	6	29
17	12	7	5	38
18	11	40	7	49
19	12	1	5	55
20	12	0	6	18
21	12	21	6	5
22	12	43	7	2
23	12	18	6	30
24	11	47	5	51
25	12	28	5	50
26	1	2	6	15
27	12	27	5	40
28	11	40	5	38
29	11	37	6	5
30	11	38	5	21
31	11	40	5	38
1839:				
January 1	11	40	5	21
2	11	40	5	25
3	2	0	7	49

DATE.	Time of Departure from Birmingham, fixed by the Postmaster-general, 11 30 P.M. — Actual Time of Departure, as shown by the Time Bills.		Time of Arrival in London, fixed by the Postmaster-general, 5 37 A.M. — Actual Time of Arrival, as shown by the Time Bills.	
	H.	M.	H.	M.
1839:				
January 4	11	58	5	55
5	12	12	5	43
6	11	40	7	5
7	12	25	6	16
8	11	58	5	15
9	12	7	5	27
10	11	58	6	10
11	11	50	5	29
12	12	18	6	40
13	11	40	5	38
14	11	40	5	40
15	11	42	5	47
16	12	0	5	50
17	11	48	5	45
18	11	42	6	45
19	11	39	5	29
20	11	40	5	30
21	11	40	5	29
22	12	2	5	40
23	11	45	5	26
24	11	45	5	38
25	11	40	5	28
26	1	40	7	20
27	11	47	5	55
28	11	44	5	20
29	1	15	8	40
	3	0	9	50
30	12	16	6	12
31	1	24	7	7
February 1	11	45	5	38
2	11	43	5	39
3	11	43	5	30
4	12	7	5	45
5	11	45	5	45
6	11	38	5	54
7	11	44	6	12
8	11	40	5	48
9	11	41	6	20
10	11	41	6	0
11	11	40	5	40
12	11	43	6	16
13	11	41	6	10
14	11	37	5	34
15	11	45	6	25
16	11	44	5	49
17	11	55	8	0
18	11	49	5	58
19	11	45	5	55
20	11	51	5	25
21	12	13	6	25
22	11	42	5	49
23	11	42	5	40
24	11	42	5	23
25	11	41	5	25
26	11	46	5	41
27	12	2	5	50
28	11	42	5	48

PRESTON TO PARKSIDE.—Day Mail.

DATE.	Time of Departure from Preston, fixed by the Postmaster-general, 2 14 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Parkside, fixed by the Postmaster-general, 3 38 A.M. — Actual Time of Arrival, as shown by the Time Bills.
1838:	H. M.	H. M.
November 8	2 14	3 10
9	2 15	3 35
10	2 30	3 30
11	2 25	3 25
12	2 17	3 10
13	2 20	3 25
14	2 14	3 5
15	2 14	3 25
16	2 14	Bill not filled up, the engine having been thrown off the line near Wigan, and the guard proceeding by horse and cart.
17	2 20	3 30
18	2 14	3 15
19	2 20	3 25
20	2 15	3 27
21	2 20	3 20
22	—	—
23	2 20	3 30
24	2 14	3 20
25	2 20	5 45
26	2 30	3 26
27	2 20	3 30
28	2 20	3 30
29	2 20	3 25
30	2 14	3 27
December 1	2 20	3 25
2	2 30	3 25
3	2 20	3 25
4	2 51	3 45
5	2 20	3 30
6	2 14	3 27
7	2 25	3 30
8	2 14	3 25
9	2 25	3 30
10	2 14	3 20
11	2 20	3 30
12	2 14	3 25
13	2 25	3 15
14	2 17	3 10
15	2 20	3 10
16	2 18	3 18
17	2 25	3 25
18	2 15	3 25
19	2 25	3 15
20	2 15	3 25
21	2 25	3 30
22	2 20	3 30
23	2 40	3 30
24	2 55	3 55
25	2 20	3 20
26	2 14	3 13
27	2 35	3 35
28	2 30	3 10
29	2 25	3 25
30	2 20	3 15
31	2 20	3 20

DATE.	Time of Departure from Preston, fixed by the Postmaster-general, 2 14 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival at Parkside, fixed by the Postmaster-general, 3 38 A.M. — Actual Time of Arrival, as shown by the Time Bills.
1839:	H. M.	H. M.
January 1	2 25	3 25
2	2 24	3 15
3	2 15	3 0
4	2 25	3 25
5	2 20	3 10
6	2 30	3 30
7	2 35	4 5
8	2 20	3 41
9	4 20	7 35
10	—	—
11	3 0	3 50
12	2 45	4 0
13	2 30	3 40
14	3 15	4 10
15	2 10	3 10
16	2 20	3 20
17	2 25	3 25
18	2 20	3 15
19	2 10	3 20
20	2 40	3 40
21	2 10	3 20
22	2 45	3 40
23	2 15	3 15
24	2 20	3 20
25	2 10	3 10
26	2 30	3 30
27	2 14	3 38
28	2 20	3 30
29	3 0	4 0
30	2 30	4 0
31	2 45	4 0
February 1	2 15	3 25
2	2 20	3 30
3	2 10	3 15
4	2 30	3 30
5	2 20	5 40
6	2 35	3 30
7	2 30	3 40
8	2 45	3 40
9	2 35	3 40
10	2 20	3 45
11	3 5	3 55
12	2 35	3 40
13	2 50	3 54
14	2 25	3 35
15	2 25	3 34
16	2 25	3 30
17	2 50	3 50
18	3 26	4 20
19	2 35	5 55
20	2 55	3 45
21	2 40	3 50
22	2 50	3 50
23	3 0	3 50
24	2 20	3 35
25	3 0	4 0
26	2 23	3 25
27	3 0	3 50
28	2 45	3 35

Appendix, No. 14.

Hours of Departure and Arrival of Mails by Railway.

PARKSIDE TO BIRMINGHAM.—Day Mail.

DATE.	Time of Departure from Parkside, fixed by the Postmaster-general, 3 38 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival in Birmingham, fixed by the Postmaster-general, 7 54 A.M. — Actual Time of Arrival, as shown by the Time Bills.
1838:	H. M.	H. M.
November 8	3 50	8 6
9	3 40	7 40
10	3 54	8 30
11	3 54	7 20
12	3 50	8 15
13	3 54	8 28
14	3 55	8 20
15	3 54	8 30
16	6 15	11 55
		2d class Train.
17	3 54	8 4
18	3 54	8 10
19	3 54	8 5
20	3 50	7 50
21	3 54	7 40
22	—	—
23	3 54	8 25
24	3 54	7 54
25	5 50	9 15
26	3 54	8 4
27	3 54	7 50
28	3 54	7 55
29	3 54	8 23
30	3 54	8 0
December 1	4 4	7 55
2	3 54	7 40
3	3 45	7 45
4	4 0	8 0
5	3 54	7 40
6	3 54	7 58
7	3 54	7 42
8	3 54	8 0
9	3 54	8 27
10	3 50	7 37
11	3 45	7 37
12	4 0	7 55
13	3 40	7 50
14	3 40	7 40
15	3 35	7 55
16	3 45	7 55
17	3 40	7 43
18	3 45	7 40
19	3 50	7 50
20	3 45	8 25
21	3 50	7 45
22	3 45	8 3
23	3 55	7 45
24	4 0	7 50
25	3 45	7 5
26	3 38	7 55
27	3 50	7 45
28	3 50	7 40
29	3 50	7 58
30	3 50	7 55
31	3 30	7 40
1839:		
January 1	3 50	8 0
2	3 45	7 45

DATE.	Time of Departure from Parkside, fixed by the Postmaster-general, 3 38 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival in Birmingham, fixed by the Postmaster-general, 7 54 A.M. — Actual Time of Arrival, as shown by the Time Bills.
1839:	H. M.	H. M.
January 3	3 40	7 50
4	4 0	7 45
5	3 40	7 55
6	4 40	8 10
7	4 5	8 40
8	3 50	8 55
9	7 40	12 50
10	—	—
11	3 50	7 40
12	4 10	10 23
13	3 40	8 25
14	4 20	7 45
15	4 0	8 5
16	3 45	10 55
17	3 50	7 40
18	3 45	7 36
19	4 0	8 10
20	3 48	7 40
21	3 40	7 33
22	3 50	7 33
23	3 45	7 33
24	3 45	7 35
25	3 45	7 40
26	3 45	7 40
27	3 38	7 45
28	3 40	7 40
29	4 10	7 48
30	4 5	7 40
31	4 0	7 40
February 1	3 30	7 32
2	3 30	8 5
3	3 45	7 40
4	3 45	7 35
5	5 50	9 38
6	3 50	7 50
7	3 45	7 40
8	3 50	7 35
9	3 50	9 28
10	3 45	7 35
11	4 5	7 55
12	3 50	7 40
13	4 0	7 40
14	3 50	7 40
15	3 48	7 46
16	3 50	7 40
17	4 0	7 55
18	4 40	8 55
19	3 55	8 25
20	4 5	7 48
21	3 50	7 42
22	4 0	7 40
23	4 0	7 43
24	3 45	7 35
25	4 10	7 44
26	3 50	7 40
27	4 0	7 45
28	3 45	7 30

BIRMINGHAM TO LONDON.—Day Mail.

Appendix, No. 14.

Hours of Departure and Arrival of Mails by Railway.

DATE.	Time of Departure from Birmingham, fixed by the Postmaster-general, 8 30 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival in London, fixed by the Postmaster-general, 2 6 P.M. — Actual Time of Arrival, as shown by the Time Bills.
1838:	H. M.	H. M.
November 8	8 40	2 6
9	8 38	4 32
10	8 30	2 0
11	8 33	1 50
12	8 30	2 6
13	8 45	1 51
14	8 40	2 9
15	8 45	2 16
16	9 20 12 40	2 40 7 10 2d Class Train.
17	8 42	1 58
18	8 40	1 52
19	8 40	2 30
20	8 40	2 6
21	8 38	2 17
22	—	—
23	8 40	2 6
24	8 33	2 5
25	9 30	2 0
26	8 40	2 4
27	8 40	2 33
28	8 40	2 6
29	8 40	2 15
30	8 40	1 55
December 1	8 40	2 16
2	8 40	2 0
3	8 34	2 5
4	8 40	2 5
5	8 40	1 57
6	8 40	2 6
7	8 40	1 53
8	8 36	2 20
9	8 40	1 55
10	8 38	2 0
11	8 28	2 32
12	8 36	1 55
13	8 29	2 18
14	8 36	1 55
15	8 36	1 56
16	8 37	2 0
17	8 38	1 55
18	8 40	2 1
19	8 35	1 50
20	8 45	2 10
21	8 38	2 18
22	8 40	2 55
23	8 40	2 22
24	8 38	2 15
25	8 33	2 0
26	8 40	2 6
27	8 40	1 53
28	8 40	2 4
29	8 32	2 5
30	8 38	4 6
31	8 30	1 55
1839:		
January 1	8 40	2 0
2	8 38	1 55

DATE.	Time of Departure from Birmingham, fixed by the Postmaster-general, 8 30 A.M. — Actual Time of Departure, as shown by the Time Bills.	Time of Arrival in London fixed by the Postmaster-general, 2 6 P.M. — Actual Time of Arrival, as shown by the Time Bills.
1839:	H. M.	H. M.
January 3	8 33	2 9
4	8 40	1 55
5	8 38	2 0
6	8 40	1 55
7	8 55	2 15
8	9 15	2 6
9	9 0 1 0	1 56 6 43
10	—	—
11	8 28	2 4
12	10 32	3 20
13	8 40	2 6
14	8 33	1 55
15	8 33	1 50
16	9 3 11 5	1 55 3 25
17	8 38	1 50
18	8 40	1 56
19	8 40	2 0
20	8 40	2 15
21	8 40	2 15
22	8 38	2 43
23	8 38	2 15
24	8 35	2 8
25	8 40	2 15
26	8 40	2 6
27	8 40	2 12
28	8 37	2 2
29	8 33	2 5
30	8 33	2 2
31	8 40	2 32
February 1	8 33	2 15
2	8 38	2 35
3	8 33	2 12
4	8 40	3 10
5	9 55	2 42
6	8 40	2 25
7	8 40	2 12
8	8 38	2 15
9	9 3 9 50	1 37 5 32 Express Engine.
10	8 40	2 0
11	8 48	2 15
12	8 40	2 10
13	8 41	2 22
14	8 40	2 10
15	8 40	2 12
16	8 40	2 6
17	8 40	2 0
18	9 10	2 10
19	8 50	2 10
20	8 40	2 25
21	8 40	2 13
22	8 40	2 8
23	8 48	2 5
24	8 40	4 25
25	8 51	2 15
26	8 42	2 35
27	8 48	2 15
28	8 33	2 10

Appendix, No. 14.

Average Speed of Travelling.

AVERAGE SPEED of Travelling required by the Postmaster-general, for the MAIL TRAINS, on the

London and Birmingham Railroad.	Grand Junction Railroad.	North Union Railroad.
18 miles 2 furlongs per hour.	21 miles per hour, down trains. 19 miles 3 furlongs, up trains, per hour.	16 miles per hour.

The Postmaster-general has no power of compelling the railroads to travel at a greater rate of speed than that at which the first-class trains travel.

Fines or Penalties Levied.

RETURN of any FINES or PENALTIES which the above-named Railroad Companies have incurred, and what have actually been Levied by the Postmaster-general under the Powers vested in him by the Act 1 & 2 Vict. c. 98.

— Nil. —

Note.—The arrivals and departures have been given to Parkside, instead of Warrington as mentioned in the order; the Grand Junction line terminating at Parkside, and the North Union commencing at that place, and not at Warrington.

General Post-office,
May 1839.

W. L. Maberly,
Secretary.

Appendix, No. 15.

Appendix, No. 15.

Contracts for Conveyance of Mails by Railway.

A COPY of all CONTRACTS entered into by Her Majesty's POSTMASTER-GENERAL and any Railway Company for the Conveyance of the Mail; with an ACCOUNT, showing, as far as possible, in how far the Terms of each such Contract exceeds, or otherwise the Cost of Conveying the Mail by Mail Coaches.

Note.—The sums paid to each Railway Company under the different awards, according to the provisions of the 1 & 2 Vict. c. 98, have been inserted in order to show the total expense incurred by the transmission of the Mails by Railways.

General Post-office,
1 June 1839.

W. L. MABERLY, Secretary.

Birmingham and Manchester.

AGREEMENT for conveying the MAILS between *Birmingham* and *Liverpool* and *Manchester.*

AGREEMENT made this 28th day of December, in the year 1837, between John Moss, esq., on behalf of the Grand Junction Company, of the one part, and George Louis, esq., on behalf of Her Majesty's Postmaster-general, of the other part: For the considerations hereinafter mentioned, the undersigned John Moss does hereby undertake and agree, four times daily in every week, from and after the expiration of a notice of seven days from the

the said George Louis, to convey from the railway station at Birmingham to the railway stations at Liverpool and Manchester, and back, Her Majesty's mails of letters by carriages moved by locomotive steam-engines on the railway; and also to take up and convey by such carriages all bags of bye or cross-road letters or mails of any other description that may be delivered or tendered to them or their agents for conveyance by or on behalf of Her Majesty's Postmaster-general, or his deputies or agents, duly authorized, within the time hereinafter mentioned; that is to say, in not more than four hours and 45 minutes each time from Birmingham to Manchester and Liverpool, and in not more than five hours each time returning; the periods of starting from each station the said John Moss and the said George Louis agree should be as follows; viz. 7. to 7. 15. A.M., 11. 30. A.M., 2. 30. P.M., and 7. to 7. 15. P.M., from Birmingham, and respectively from Liverpool and Manchester at 6. 30. A.M., 11. 30. A.M., 2. 30. P.M., 6. 30. P.M.: And the undersigned John Moss further agrees and undertakes to enter into and execute a contract with Her Majesty's Postmaster-general to the above effect whenever the same shall be tendered to him for that purpose; by which contract he shall be bound to Her Majesty, Her heirs and successors, in the sum of 500 *l.* for the due and faithful performance thereof; and until the said contract shall be prepared and executed, he engages and promises to observe and perform the above regulations, and to be subject to all the covenants, stipulations, and conditions of such contract which will be based on this agreement.

In consideration whereof, the said George Louis, on behalf of Her Majesty's Postmaster-general, agrees that the undersigned, duly performing his said engagement, shall be paid out of the Post-office revenue as follows; viz.

For the 7. to 7. 15. A.M. trip from Birmingham	-	-	-	-	£.	2	10	–
11. 30. A.M.	-	ditto	-	ditto	-	-	-	-		1	2	6
2. 30. P.M.	-	ditto	-	ditto	-	-	-	-		1	2	6
7. to 7. 15. P.M.,	ditto	-	ditto	-	-	-	-		5	–	–
For the 6. 30. A.M. trip from Manchester and Liverpool	-	-		2	10	–
11. 30. A.M.	-	ditto	-	ditto	-	-	-		1	2	6
2. 30. P.M.	-	ditto	-	ditto	-	-	-	-		1	2	6
6. 30. P.M.	-	ditto	-	ditto	-	-	-	-		5	–	–

Making a total daily charge of 19 *l.* 10 *s.* for the eight trips.

And it is agreed by the said John Moss, that in cases when the mail-coaches shall not have reached Birmingham before the departure of the railway train, a special steam-engine shall be provided to convey Her Majesty's mail-bags of letters; and should the said special engine overtake the regular train before it reaches Whitmore, which is about half way between Birmingham and Liverpool, then in consideration thereof the said George Louis, on behalf of Her Majesty's Postmaster-general, agrees that 5 *l.* shall be paid out of the revenue of the Post-office; in case, however, of the said special engine not reaching Whitmore before the regular train shall have left, and that it shall be necessary to send it on to Liverpool, or to any place beyond Whitmore, then in consideration thereof the said George Louis, on behalf of Her Majesty's Postmaster-general, agrees that 10 *l.* shall be paid out of the revenue of the Post-office; for this sum of 10 *l.* the said John Moss hereby agrees that a special engine shall also be sent from Warrington to Manchester on arrival of the special engine from Birmingham, in case of that engine not reaching Warrington before the regular train has left.

And it is agreed by the said John Moss, that the necessary mail guards shall be conveyed by the railway free of all expenses.

And it is further agreed, that the said contract shall continue in force until one party shall give one month's notice in writing to the other to determine the same.

The intent and purpose of this short notice being agreed on are with the view of making fresh arrangements when the London and Birmingham Railway Company shall be prepared to convey Her Majesty's mails, and thus fall in with the despatches to and from Birmingham, Liverpool, and Manchester.

Provided, and it is hereby declared, that this agreement, and the terms thereof, shall in all respects be subject to the approval of Her Majesty's Postmaster-general, who shall have full power and authority to annul and determine the same at any time within ten days from the date hereof.

John Moss.

28 December 1837. *George Louis.*

Appendix, No. 15.

Contracts for Conveyance of Mails by Railway.

London and Birmingham.

CONTRACT between the Postmaster-General and the London and Birmingham Railway Company.

This Indenture, made the 19th day of May 1838, between the Right Hon. Thomas William Earl of Lichfield, Her Majesty's Postmaster-general, of the one part; the London and Birmingham Railway Company, constituted under and by virtue of an Act of Parliament, made and passed in the third and fourth years of the reign of his late Majesty King William the Fourth, intituled, "An Act for making a Railway from London to Birmingham," of the other part; witnesseth, that in consideration of the covenants and agreements hereinafter contained on the part of the said Postmaster-general, they, the said Railway Company, do hereby for themselves and their successors, covenant, promise and agree with and to the said Thomas William Earl of Lichfield, his successors, executors and administrators, in manner following; (that is to say),

1. That the said Railway Company, and their successors, shall and will, from and after the 21st day of May now instant, until the determination of this present contract, in manner hereinafter provided, convey or cause to be conveyed in each and every day during the year (Sundays included), by such railway carriages as shall from time to time be approved by the Postmaster-general for the time being, as hereinafter mentioned, all such mails or bags of letters and newspapers as shall for that purpose be tendered to the said company or their successors, or any of their agents or servants, by the Postmaster-general for the time being, or any of his agents or officers, together with the guards in charge of the same, from the railway station in Euston-grove, in the county of Middlesex, and from the several post towns situate between that place and the railway station at Denbigh-hall, in the county of Buckingham, to the railway station at Denbigh-hall aforesaid, and from the railway station at Denbigh-hall aforesaid, and the several post towns between that place and the railway station at Euston-grove aforesaid, to the railway station at Euston-grove aforesaid, at such hours and times once in each and every day as hereinafter mentioned, and shall and will in all cases perform the same at such speed as shall ensure the arrival of such mails or bags of letters at such respective stations at the respective hours or times hereinafter mentioned and stipulated.

2. That the said railway carriages so to be employed as aforesaid, shall leave the railway station at Euston-grove aforesaid and arrive at the railway station at Denbigh-hall aforesaid, and shall leave the railway station at Denbigh-hall and arrive at the railway station at Euston-grove aforesaid, at the respective hours or times hereinafter mentioned; (that is to say),

Time of Departure from Euston-grove.	Time of Arrival at Denbigh-hall.
8 h. 30 m. P. M.	11 h. 9 m. P. M.
Time of Departure from Denbigh-hall.	**Time of Arrival at Euston-grove.**
4 o'clock A. M.	6 h. 39 m. A M.

3. That the said mail railway carriages shall receive, take up, deliver and leave mails and bags of letters at all intermediate post towns and places situate between the said respective railway stations of Euston-grove and Denbigh-hall, as shall be directed by the Postmaster-general, his deputies and servants.

4. That the said Railway Company shall and will, at their own costs and charges, if so required by the Postmaster-general by notice in writing, provide and convey by the railway train in which the mails shall be forwarded, a separate carriage fitted up as a post-office, with the necessary sorting-boxes, and convey in such carriage such officer or officers of the Post-office as the Postmaster-general shall require.

5. That the said Railway Company shall and will in all cases place the mail railway carriage and Post-office carriage so to be employed as aforesaid, in such situation, order and place in the train of railway carriages, as the said Postmaster-general or any of his deputies or servants shall direct; and the said Railway Company shall and will also observe and obey all such other orders and directions as the Postmaster-general shall from time to time give, relative to the conveyance and security of the mails, or otherwise relating to the due performance of the contract.

6. That the said Railway Company will not allow or permit any person other than the guard to ride near the bags of letters, or the place wherein they shall be deposited, or permit any person or persons to travel in or upon any Post-office carriage other than the officer or officers of the Post-office for that purpose appointed by the Postmaster-general for the time being.

7. That

7. That in the event of any accident happening to the said railway or the said carriages so to be employed as aforesaid, whereby the conveyance of the said mails and bags of letters by the said railway may be stopped, impeded or delayed, the said Railway Company shall and will forthwith, at their own costs and charges, and without any notice or requisition from or by the Postmaster-general, forward the said mails and bags of letters and post officers and the guards belonging to the same mails to their respective place or places of destination.

8. That in case, by reason of the default of the said Railway Company or any of their servants, the said Postmaster-general, his deputies or servants, shall at any time or times be obliged to forward any of the said mails or bags, officers or guards, at the public expense, then and in every such case it shall be lawful for the said Postmaster-general to retain, out of the payments hereinafter agreed to be made, all such sums as he shall so pay or expend in forwarding any such mails or bags, officers or guards; or in case the same shall not be sufficient for such purpose, then the said Railway Company or their successors shall and will pay and reimburse the amount of such deficiency unto the said Postmaster-general, out of their proper monies.

9. That the said Railway Company shall not nor will, on any pretence, use any other carriage for conveying the said mails or bags, officers and guards, than such as shall be approved by the said Postmaster general for the time being, as hereinbefore mentioned and provided.

10. That in addition to the several periods for departure of the said mails hereinbefore mentioned, the said Postmaster-general for the time being, or his successors, shall be at liberty to forward any other or additional mails and bags of letters and newspapers, mail guards or other officers of the Post-office, at any hours of the day at which any railway trains or carriages shall start to or from the railway stations at Euston-grove and Denbigh-hall aforesaid, or either of them, subject to the rules and regulations, and on the terms herein contained, so far as the same may be applicable.

11. That if from any accident or cause whatever, any of the mails and bags of letters, intended to be forwarded and conveyed by the said railway carriages at 8 h. 30 m. P.M., and 4 o'clock A.M. as aforesaid, at the regular and stated periods of departure of the said last-mentioned mails as aforesaid, shall not have reached the railway stations at Euston-grove and Denbigh-hall respectively, at such regular and stated hours and times as are hereinbefore appointed for the departure of such last-mentioned mails and bags of letters from such places respectively, by such railway carriages as aforesaid, then the said Railway Company shall, in order to prevent the correspondence of the country from being interrupted, detain such train of railway carriages for the space of one half hour at least, unless such mails and bags of letters shall sooner arrive at such places respectively; and whenever any such detention for any such cause shall take place, a proportionable extension shall be made and allowed in the hours and times hereinbefore appointed for the arrival of the mails at the aforesaid railway stations.

12. And it is hereby agreed and declared, between and by the said Railway Company and the said Postmaster-general, that the price to be paid by the said Postmaster-general to the said London and Birmingham Railway Company, as a remuneration for the due and punctual performance of the services to be performed by them as aforesaid, shall be referred to and fixed by the award and determination of Henry Drury Harness, a lieutenant in the Royal Engineers (an arbitrator nominated by and on behalf of the Postmaster-general), and Ropert Stephenson, engineer (an arbitrator nominated by and on behalf of the said Railway Company); and in case the said arbitrators shall not agree on the same for the space of 28 days next after the date of these presents, then the same shall be referred to and fixed by the award or umpirage of James Loch, of Albemarle-street, London, esquire; and such award or umpirage, as the case may be, shall be final and conclusive on the said parties respectively, and this present agreement to submission, and the award or umpirage consequent thereon, shall and may be made a rule of Her Majesty's Court of Queen's Bench at Westminster, at the option of either of the parties hereto.

13. And inasmuch as the private carriage hereinbefore agreed to be provided as a post-office, with all necessary sorting-boxes, may not be immediately required by the Postmaster-general, it is hereby also agreed that the remuneration to be paid by the said Postmaster-general for such carriage shall be fixed at a separate price or sum by the said arbitrators or umpire in their said award or umpirage.

14. And this Indenture also witnesseth, that, in consideration of the covenants and agreements hereinbefore contained on the part of the said London and Birmingham Railway Company, he, the said Thomas William Earl of Lichfield, doth hereby for himself and his successors, executors and administrators, covenant, promise and agree with and to the said London and Birmingham Railway Company and their successors, that he the said Thomas William Earl of Lichfield, or other Her Majesty's Postmaster-general for the time being, shall and will, on each 22d day of August, 22d day of November, 22d day of February and 22d day of May, during the continuance of this present contract, with and out of the revenue of the Post-office, well and truly pay, or cause to be paid, unto the said London and Birmingham Railway Company and their successors, such a sum or sums of money as, under the said award or umpirage of the said arbitrators or umpire, as the

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case may be, and under or in pursuance of the agreement and stipulation herein contained, shall have then become payable to the said Company and their successors for the conveyance by them during the preceding quarter of a year of the said mails and bags of letters, officers and guards, without any deduction or abatement whatsoever, and shall make the first quarterly payment thereof on the 22d day of August next ensuing, in case this present contract shall have continuance, and so in proportion for any period less than a quarter of a year.

15. Provided always, and it is hereby mutually agreed and declared between and by the said parties hereto, that this present contract shall determine on the 1st day of October now next ensuing, in case either of the said parties hereto shall give to the other of them one calendar month's previous notice in writing to that effect.

16. Provided also, that if the said London and Birmingham Railway Company and their successors shall not, in the judgment or opinion of the Postmaster-general for the time being, (and whose decision on the subject shall be final,) well and faithfully observe and perform all or any of the covenants and agreements in this present contract contained, and on his and their part and behalf to be kept and performed, it shall be lawful for the Postmaster-general for the time being, by notice in writing under his hand, at any time to put an end to this present contract, and thereupon the same shall be null and void.

17. Provided also, and it is hereby further agreed and declared between and by the said parties hereto, that in case no such notice shall be given by either of them the said parties hereto to the other of them, signifying his or their intention to put an end to this present agreement on the said 1st day of October next as aforesaid, then and in such case this present agreement shall remain in force until the expiration of one calendar month's notice to determine the same, which shall at any time thereafter be given by either of the said parties to the other of them, but subject nevertheless and without prejudice to the right of the Postmaster-general for the time being to determine this present agreement at any time on the non-observance or non-performance of any of the covenants or agreements herein contained on the part of the said London and Birmingham Railway Company, and their successors; and for the due performance of the covenants and agreements hereinbefore contained on the part of the said Railway Company and their successors to be done, observed and performed, they, the said Railway Company, do hereby bind themselves and their successors unto Her Majesty and her successors in the sum of 500*l.*, to be recoverable by way of liquidated damages, and not by way of penalty, and to be recoverable notwithstanding the Postmaster-general for the time being may put an end to this contract in manner hereinbefore mentioned, but so that none of the provisions hereinbefore contained shall prevent or preclude the said Postmaster-general for the time being from taking any proceedings to compel the specific performance of this present contract. And it is hereby further agreed and declared, that every notice in writing, hereinbefore directed to be given to the said Railway Company and their successors, may be and shall be considered as given to them by being left at any of their usual or known offices, or station-houses, or places of business. In witness whereof the said Thomas William Earl of Lichfield hath hereunto set his hand and seal, and the said London and Birmingham Railway Company have caused their common seal to be hereunto affixed, the day and year first above written.

19 May 1838.

Newcastle-upon-Tyne and Carlilse.

CONTRACT with the Newcastle-upon-Tyne and Carlisle Railway Company, for conveying the Mail Bags between *Newcastle-upon-Tyne* and *Carlisle.*

This Indenture, made the 17th day of July 1838, between the Right Honourable Thomas William Earl of Lichfield, Her Majesty's Postmaster-general, of the one part, and the Newcastle-upon-Tyne and Carlisle Railway Company, constituted under and by virtue of an Act of Parliament, made and passed in the 10th year of the reign of His late Majesty King George the Fourth, intituled, "An Act for making and maintaining a Railway or Tramroad from the town of Newcastle-upon-Tyne, in the county of the town of Newcastle-upon-Tyne, to the city of Carlisle, in the county of Cumberland, with a Branch thereout," of the other part; witnesseth, that in consideration of the covenants and agreements hereinafter contained on the part of the said Postmaster-general, they the said Railway Company do hereby for themselves and their successors, covenant, promise, and agree with and to the said Thomas William Earl of Lichfield and his successors, executors, and administrators, in manner following, that is to say, that they, the said Newcastle-upon-Tyne and Carlisle Railway Company, shall and will, on and after the 24th day of July instant, and thenceforth until the determination of this present contract in manner hereinafter provided, convey or cause to be conveyed, once in each day in the year, Sundays included, by such boxes and seats on the railway carriages as shall from time to time be approved of by the Postmaster-general for the time being, all such mails or bags of letters and newspapers as shall for that purpose be tendered to the said Company, or their successors, or any of their agents or servants, by the Postmaster-general for the time being, or any of his agents or officers, together with the guards in charge of the same, from such of the stations of the said Company as are or shall be within or nearest to the borough of Newcastle-upon-Tyne, and from the several stations hereinafter mentioned, situate

situate between that place and the city of Carlisle, in the county of Cumberland, to the station of the said Company, called the London Road station, within or near to the said city of Carlisle, and also once a day from the said London Road station, within or near to the city of Carlisle, and from the said stations hereinafter mentioned between that place and the said town of Newcastle-upon-Tyne aforesaid, to such of the stations of the said Company as are or shall be within or nearest to the said borough of Newcastle-upon-Tyne, at such hours and times in each and every day or night, and within such time as hereinafter mentioned; that the said railway carriages on which the said boxes and seats are to be constructed, shall at all times during the continuance of this present contract be provided and furnished by and at the sole costs and charges of the said Railway Company, who shall make and build upon each carriage employed for the conveyance of the mails, to the satisfaction of the Postmaster-general for the time being, or such person or persons as he shall nominate in that behalf, a seat for the guard, and under or near the same, a box or boxes, sufficiently large and capacious to contain all the said mail-bags and newspapers (the locks and keys for which said boxes to be provided by and at the expense of the said Postmaster-general), which said boxes shall be for the exclusive conveyance of the mail-bags and newspapers; that the said railway carriages so to be employed as aforesaid shall leave the said station within or nearest to the said borough of Newcastle-upon-Tyne, and arrive at the said station called the London Road station within or near to the said city of Carlisle, and shall leave the said station called the London Road station within or near to the said city of Carlisle, and arrive at the said station within or nearest to the said borough of Newcastle-upon-Tyne, at the hours or times hereinafter mentioned; that is to say:

Times of Departure.

The mail-bags and guards from Newcastle-upon-Tyne (until the Railway Company's station shall be completed within or near to the borough of Newcastle-upon-Tyne) shall be conveyed by the Company's steam-boat, each day (Sundays included), from the Company's station, at No. 66, Close, Newcastle-upon-Tyne, at a quarter before five o'clock in the afternoon, to the Company's station at Redhugh, in the county of Durham, and from thence on the Railway Company's carriages; and from and after the completion of the Company's station, within or near to the borough of Newcastle-upon-Tyne, the same mail-bags and guards shall be conveyed in the manner above mentioned, or from such station, at the time to be appointed for the train starting therefrom, so as to arrive at Carlisle at the said hour of eight o'clock in the evening, unless prevented by unavoidable accident.

The mail-bags and guards from Carlisle shall be conveyed on the Railway Company's carriages, from the Company's station at the London Road, Carlisle, each day (Sundays excepted) at half-past five o'clock in the morning.

Times of Arrival.

And shall arrive at the Company's station, at the London Road, Carlisle, at eight o'clock in the evening, unless prevented by unavoidable accident.

And shall arrive at the Company's station, at Redhugh, at half-past nine o'clock in the morning, and be thence conveyed by the Company's steam-boat to the Company's station, at No. 66, Close, Newcastle-upon-Tyne, arriving at such station at a quarter before 10 o'clock, or thereabouts, unless prevented by unavoidable accident; and shall arrive at Redhugh station at a quarter after 10 o'clock in the morning, and be conveyed by the Company's steam-boat to the said station in the Close, Newcastle, unless prevented by unavoidable accident.

This arrangement to continue until the Company's station, within or near to the borough of Newcastle-upon-Tyne, shall be completed, when the said mail-bags and guards shall be either conveyed as above mentioned, or to the said station, within or near the borough of Newcastle-upon-Tyne, at the option of the said Postmaster-general and his successors.

That the said Railway Company shall and will also convey in or upon such railway carriages any bags of bye or cross-road letters that may be delivered at any of the stations of the said Company to them, their agents, or servants, for conveyance by or on behalf of the Postmaster-general, his agents or servants, the same being under the charge of the Post-office guards, subject to the restriction as to stopping the trains as hereinafter mentioned. That the said mail railway carriages shall receive and deliver mails and bags of letters at the following railway stations, namely, Hexham, Haydon Bridge, Haltwhistle, and Milton (for Brampton), and any other intermediate railway stations on the line of the said railway, as the Postmaster-general, his deputies and servants shall from time to time require, the same being under the charge of the Post-office guards, and the trains not being required to stop at any such other intermediate stations. That in addition to the several periods for departure of the said mail-bags and guards as hereinbefore mentioned, the Postmaster-general for the time being or his successors shall be at liberty to forward any other or additional bags of letters and newspapers, with guards in charge of the same, at any hour of the day at which any railway trains or carriages shall start to or from Newcastle-upon-Tyne and Carlisle aforesaid respectively, subject to the rules and regulations, and on the

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terms herein contained. And this Indenture also witnesseth, that in consideration of the covenants and agreements hereinbefore contained on the part of the said Railway Company, he the said Thomas William Earl of Lichfield doth hereby for himself, his successors, executors and administrators, covenant, promise, and agree to and with the said Railway Company and their successors, that he the said Thomas William Earl of Lichfield, or other the Postmaster-general for the time being, shall and will during the continuance of the present contract, out of the revenue of the Post-office, well and truly pay, or cause to be paid unto the said Railway Company, or their successors, by quarterly payments, the sum of 1 ½ *d.* for every single mile the said mail-bags and guards shall be conveyed each journey or trip; and that a guard to each of the said carriages, whereon the said mail-bags shall be so conveyed as aforesaid, shall be furnished, paid, clothed, and armed by and at the expense of the Post-office, and which guard shall not be allowed to carry parcels, or any other articles, except the bags of letters and newspapers intrusted to him by the Post-office.

And it is hereby mutually agreed and declared between and by the said parties hereto, that this present contract shall continue in force until one of the said contracting parties shall give to the other of the said contracting parties three calendar months' previous notice in writing of his or their desire that the said contract shall be determined, and on the expiration of which notice this contract shall determine accordingly.

Provided always, that if the said Railway Company and their successors shall not, in the judgment or opinion of the said Postmaster-general for the time being (whose decision on the subject shall be final), well and faithfully observe and perform all or any of the covenants and agreements in this present contract contained, and on their part or behalf to be kept and performed, it shall and may be lawful for the said Postmaster-general for the time being, by notice in writing under his hand, at any time to put an end to this present contract, and thereupon the same shall be null and void. In witness whereof, the said Railway Company have caused their common seal to be hereunto affixed the day and year first above written.

The Seal of the Newcastle-upon-Tyne and Carlisle Railway Company annexed.

17 July 1838.

Manchester and Bolton.

CONTRACT between the Postmaster-general and the Manchester and Bolton Railway Company, for conveying the Mails.

This Indenture, made the 3d day of September 1838, between the Right Honourable Thomas William Earl of Lichfield, Her Majesty's Postmaster-general, of the one part, and the Company of Proprietors of the Manchester, Bolton, and Bury Canal Navigation and Railway, (constituted under and by virtue of an Act of Parliament made and passed in the second year of the reign of his late Majesty King William the Fourth, intituled, "An Act to enable the Company of Proprietors of the Canal Navigation from Manchester to Bolton and to Bury to make and maintain a Railway from Manchester to Bolton and to Bury, in the county palatine of Lancaster, upon or near the line of the said Canal Navigation, and to make and maintain a collateral Branch to communicate therewith,)" of the other part; witnesseth, that in consideration of the covenants and agreements hereinafter contained on the part of the said Postmaster-general, they the said Railway Company do hereby for themselves and their successors covenant, promise and agree with and to the said Thomas William Earl of Lichfield and his successors, executors and administrators, in manner following, (that is to say,) that they the said Manchester and Bolton Railway Company and their successors shall and will, from and after the 5th day of September and thenceforth until the determination of this present contract in manner hereinafter provided, convey or cause to be conveyed, three times in each day in the year (except Sundays, on which day only twice), by such of the Company's railway carriages as shall from time to time be approved of by the Postmaster-general for the time being, all such mails or bags of letters and newspapers as shall for that purpose be tendered to the said Company, or their successors, or any of their agents or servants, by the Postmaster-general for the time being, or any of his agents or officers, together with the guards in charge of the same, from the town of Manchester, in the county of Lancaster, and from the several post-towns or post-stations situate between that place and the town of Bolton, to the said town of Bolton, (being a distance of ten miles); and also three times a day, (except Sundays, on which day only twice,) from the said town of Bolton, and the several post-towns or post-stations between that place and the town of Manchester aforesaid, to the said town of Manchester, at such hours and times in each and every day or night, and within such time as hereinafter mentioned.

That the said railway carriages shall at all times, during the continuance of this present contract, be provided and furnished by and at the sole costs and charges of the said Railway Company, who shall make and build in or upon each carriage employed for the conveyance of the said mails, to the satisfaction of the Postmaster-general for the time being, or such person or persons as he shall nominate in that behalf, a seat for the guard, and under or near the same a box or boxes, sufficiently large and capacious to contain all the said mail-bags and newspapers, with locks and keys to be fixed to such box or boxes, for the exclusive conveyance of the mail-bags and newspapers.

That

That the said railway carriages, so to be employed as aforesaid, shall leave the said town of Manchester and arrive at the said town of Bolton, and shall leave the said town of Bolton and arrive at the said town of Manchester, at the hours or times hereinafter mentioned; that is to say:

Times of Departure.		Times of Arrival.
From Manchester:	From Bolton:	
First mail-train - 7 A.M.	First mail-train - 8 A.M.	And shall arrive at the towns of Bolton and Manchester, respectively, within 40 minutes after their departure.
Second ditto 12 at noon.	Second ditto 2 30 P.M.	
Third ditto - 5 P.M.	Third ditto - 7 P.M.	
On Sundays:		
From Manchester:	From Bolton:	
First mail-train - 8 A.M.	First mail-train - 9 A.M.	40 minutes after their departure respectively.
Second ditto - 6 P.M.	Second ditto - 7 P.M.	

That the said railway carriages shall receive and deliver mails and bags of letters at all such intermediate stations of the Company, on the line of the said railway, as the Postmaster-general, his deputies and servants, shall from time to time require.

That, in addition to the several periods for departure of the said mails, as hereinbefore mentioned, the said Postmaster-general for the time being, or his successors, shall be at liberty to forward any other or additional mails and bags of letters and newspapers, with guards in charge of the same, at any hour of the day or night at which any railway trains or carriages shall start to or from Manchester and Bolton aforesaid, subject to the rules and regulations, and on the terms herein contained.

That it shall be lawful for the Postmaster-general, if he shall think fit, to alter and change any of the hours or times hereinbefore appointed for forwarding the mails or bags of letters and newspapers, and guards, for the like number of despatches at any other hours or times of the day or night at which any other railway trains shall start to or from Manchester and Bolton aforesaid, and to forward such mails or bags and guards by such last mentioned trains accordingly, in lieu and stead of forwarding them by the said first mentioned trains, without being liable to any additional or extra charge for such alteration.

And this Indenture also witnesseth, that in consideration of the covenants and agreements hereinbefore contained, on the part of the said Railway Company, he the said Thomas William Earl of Lichfield doth hereby for himself and his successors, executors and administrators, covenant, promise, and agree to and with the said Railway Company, and their successors, that he the said Thomas William Earl of Lichfield, or other the Postmaster-general for the time being, shall and will during the continuance of this present contract, out of the revenue of the Post-office, well and truly pay or cause to be paid unto the said Railway Company, or their successors, by quarterly payments, the sum of 1 ½ *d.* for every single mile the mails and guards shall be conveyed each journey or trip (the distance being 10 miles).

And that a guard to each of the said mail railway-carriages shall be furnished, paid, clothed, and armed at the expense of the Post-office.

And it is hereby mutually agreed and declared, between and by the said parties hereto, that this present contract shall determine on the 5th day of April 1839, in case either of the said contracting parties shall give to the other of the said contracting parties three calendar months' previous notice in writing of his or their desire to that effect, or in case no such notice shall be given, then this contract shall continue in force until one of the said contracting parties shall give to the other of the said contracting parties three calendar months' previous notice in writing of his or their desire that the said contracts shall determine, and on the expiration of which notice this contract shall determine accordingly.

Provided always, that if the said Railway Company and their successors shall not, in the judgment or opinion of the said Postmaster-general for the time being, (whose decision on the subject shall be final,) well and faithfully observe and perform all and every the covenants and agreements in the present contract contained, and on his and their part or behalf to be kept and performed, it shall and may be lawful for the said Postmaster-general for the time being, by notice in writing under his hand, at any time to put an end to this present contract, and thereupon the same shall be null and void. In witness whereof, the said Thomas William Earl of Lichfield hath hereunto set his hand and seal, and the said Company have caused their common seal to be hereunto annexed, the day and year first above written.

The Seal of the Manchester, Bolton, and Bury Canal Navigation and Railway Company affixed.

3 September 1838.

Appendix, No. 15—*continued.*

AN ACCOUNT showing, as far as possible, how far the Terms of each CONTRACT entered into by HER MAJESTY'S POSTMASTER-GENERAL and any RAILWAY COMPANY, for the Conveyance of the MAIL, exceeds, or otherwise, the Cost of conveying the Mail by Mail Coaches.

RAILWAY COMPANIES.	Places between which each Company run.	Number of Single Miles travelled Daily.	Rate per Single Mile.	Amount per Annum, according to the several Contracts and Awards for each Company.	Mail Coaches discontinued over the Immediate Lines travelled by Railway.	Number of Single Miles travelled Daily.	Rate per Single Mile.	Amount per Annum for Mail Coaches.	Increased Expenditure by adopting the Railway.
		M. F.	s. d.	£. s. d.		M. F.	d.	£. s. d.	£. s. d.
London and Birmingham.	London and Birmingham.	449 0	1 3	10,299 1 8	London & Birmingham:				
					Banbury - -	238 4	2 1/16	748 2 1	
					Carlisle - -	217 0	2 9/16	845 13 6	
					Holyhead -	217 0	1 9/16	515 13 3	
					Liverpool -	217 0	2 9/16	845 13 6	
					Manchester -	217 0	2 9/16	845 13 6	
					Express - -	217 0	- 1/4	165 - 2	
					TOTAL - -	1,323 4	£.	3,965 16 -	6,333 5 8
Grand Junction -	Birmingham and Liverpool, Warrington & Manchester, Parkside & Manchester.	723 4	1 2 7/8	16,425 - -	Birmingham and Manchester.	166 2	2 1/16	521 9 9	
					Liverpool -	196 6	1 9/16	467 9 3	
					Walsall - -	18 0	1 1/4	34 14 4	
					Manchester and Knutsford.	31 0	2	94 5 10	
					TOTAL - -	412 0	£.	1,117 19 2	15,307 - 10
Carlisle and Newcastle.	Carlisle and Newcastle.	240 0	- 1 1/2	547 10 -	Carlisle & Newcastle	114 0	2	346 15 -	200 15 -
North Union -	Parkside & Preston	89 0	4 5 1/8	7,300 - -	Warrington & Preston	119 4	4 1/2	817 16 6	6,482 3 6
Liverpool & Manchester.	Liverpool and Manchester.	270 0	- 1 1/2	556 6 3	Liverpool and Manchester.	74 0	1 1/2	168 16 3	387 10 -
London & Southampton.	London and Hartley-row.	76 0	1 7	2,196 1 8	London & Farnborough, Poole.	67 4	2 1/16	215 17 10	
					London & Hartley-row:				
					Exeter - -	78 6	2 1/16	220 19 5	
					Devonport -	78 6	2 9/16	306 17 11	
					TOTAL - -	225 0	£.	743 15 2	1,452 6 6
Great Western -	London and Slough	36 0	- 1 5/8	76 1 -	None - - -	- -	- -	- - -	76 1 -
Manchester and Bolton.	Manchester & Bolton	60 0	- 1 1/2	130 17 6	None - - -	- -	- -	- - -	130 17 6
Dalkeith & Edinburgh.	Edinburgh and Dalkeith.	6 0	- 1 3/8	12 10 -	None - - -	- -	- -	- - -	12 10 -
Dublin & Kingstown.	Dublin and Kingstown.	96 0	- 3 3/8	500 - -	Dublin and Kingstown	28 0	5 7/8	250 - -	250 - -

SUMMARY.

	£. s. d.
Expense for conveying the Mails by Railway - - - - - - - - -	38,043 8 1
Expense for conveying the Mails by Mail Coaches - - - - - - - -	7,410 18 1
TOTAL Increased Expenditure caused by the adoption of the Railway - - £.	30,632 10 -

Appendix, No. 16.

Appendix, No. 16.

Cost of the Works of the Grand Junction Railway.

GRAND JUNCTION RAILWAY.

A RETURN of the Cost of the Works of the Grand Junction Railway (including the Purchase of the Warrington and Newton Line), and of the Stock and Machinery, and all Incidental Expenses to 31 December 1838, contrasted with the Parliamentary Estimates.

	Parliamentary Estimates.	Expenses to 31 Dec. 1838.	Excess.
	£. s. d.	£. s. d.	£. s. d.
1. Land and compensation - -	1,040,000 - -	225,201 10 10	309,129 9 7
2. Works of road, Birmingham to Warrington - - - - -		1,123,927 18 9	
3. Purchase from the Warrington and Newton Railway Company, authorized by Parliament, of their Line	none - -	64,853 1 4	
4. Stations - - - - - -	none - -	86,970 10 -	
Locomotive engines, carriages, waggons, trucks, horse-boxes, stationary-engines, machinery, tools, &c. &c. - - - -	none - -	148,953 2 10	351,703 11 1
General charges, including Parliamentary expenses, surveys, land charges, &c. - - - -	none - -	93,509 - -	
Interest on loans - - - -	- - -	22,270 18 3	

The third item could not have formed part of the Parliamentary expenses.

The last four items of expense, although necessarily incidental in the case of all railways, were not included in the Parliamentary Estimate.

John Moss, Chairman.

Appendix, No. 17.

Appendix, No. 17.

Cost of the Works of the London and Birmingham Railway.

LONDON AND BIRMINGHAM RAILWAY.

Office, Euston Station, 22 April 1839.

A RETURN of the Cost of the Works of the London and Birmingham Railway, including the Extension Line to Euston Square, and of the Stationary and Locomotive Engines and other Machinery and Carriages, with the Incidental Charges to 31st Dec. last, as compared with the Parliamentary Estimates.

	Parliamentary Estimate.	Expense to 31 Dec. 1838.	Excess.
	£.	£.	£.
Land and compensation - - -	250,000	537,596	287,596
Works of road and stations - -	2,070,807	3,707,589	1,636,782
Locomotive engines, carriages, &c. -	80,000	194,343	114,343
General charges (including 72,868 *l.* 18 *s.* 10 *d.* expended in obtaining Act of incorporation).	99,193	208,676	109,483
Interest on loans to 17th Sept. 1838 -	- - -	102,931	102,931
	2,500,000	4,751,135	2,251,135
Extension line, with the engine, machinery, &c. for working it.	250,000	232,714	—
Less than Estimate - - -	- - -	- - -	17,286
£.	2,750,000	4,983,849	2,233,849

R. Creed, Secretary.

Appendix, No. 18.

General Abstract of Sums raised by the London and Birmingham Railway Company.

Appendix, No. 18.

LONDON AND BIRMINGHAM RAILWAY.

Office, Euston Station, 22 April 1839.

GENERAL ABSTRACT of SUMS raised by the LONDON and BIRMINGHAM RAILWAY COMPANY under the Powers of their several Acts.

	3 Will. 4, c. 36.	5 & 6 Will. 4, c. 56.	1st of Victoria, c. 64.	TOTAL.
	£.	£.	£.	£.
By calls - - -	2,250,000	- - -	125,000	2,375,000
By debentures in anticipation of calls.	250,000	- - -	500,000	750,000
	2,500,000	- - -	625,000	3,125,000
By debentures on mortgage of tolls.	835,000	165,000	375,000	1,375,000
£.	3,335,000	165,000	1,000,000	4,500,000

R. Creed, Secretary.

Appendix, No. 19.

Letter from Chairman of the Croydon Railway Company, 22 June 1839.

Appendix, No. 19.

LETTER from the Chairman of the *Croydon Railway Company* to the Chairman of the Committee on RAILWAYS.

TO the Chairman of the Committee of the Honourable the House of Commons upon RAILWAYS.

1, Bank-buildings, London,
22 June 1839.

My Lord,

HAVING carefully perused the evidence given to the Committee upon Railways on the 14th instant by the Chairman and Agents of the South Eastern Railway Company, the Directors of the Croydon Company beg leave to remark that the general scope of this evidence appears to be—

1st. That the South Eastern Company are of opinion that it will be difficult to unite the Companies intending to use the Greenwich Railway as a common City terminus, in an agreement to effect the improvements which the Committee of the House of Commons think desirable on the line and stations of the Greenwich Railway, and that, if effected by the co-operation of the Greenwich, Croydon, and Brighton Companies, even in that case the South Eastern Company would not be satisfied.

2d. The South Eastern Company recommends that another line into London be made, terminating at the Elephant and Castle, either by commencing near the town of Croydon, and running through the district, parallel with the present high road, through Kennington, Brixton, and Streatham, or by a branch line starting from the Croydon Railway at the Dartmouth Arms.

3d. The South Eastern agents say that either of these plans may be carried into effect at a cost varying from 300,000 *l.* to 400,000 *l.*, and that the capital might, in their opinion, be raised without difficulty; in one case, by an addition to that of the South Eastern Company; or, in the case of the Dartmouth Arms line, by a subscription in aid from the shareholders in the Croydon Company.

4th. They suggest that the Committee of the House of Commons should recommend to Parliament to grant to the South Eastern Company the necessary powers for carrying these projected works into execution, and that Parliament should further assist by waiving some of the usual forms.

Upon these several points the directors of the Croydon Railway beg leave to remark, that they believe the South Eastern Company will find great difficulty in raising the capital

capital considered by them to be sufficient for their Brixton and Herne-hill line, and that it is not by any means probable that the Croydon proprietors, or that the public at large will give any support whatever to the projected line from the Dartmouth Arms to the Elephant and Castle, because the line would pass over great inequalities in the ground, through valuable properties, and upon arches varying from 40 to 20 feet above the level. The shares in railways already in operation by arches are also very considerably below the par value; and this is an additional reason why the public would not at present subscribe to any such plans.

With reference to the general subject of the evidence given by the South Eastern Company, to the nature of their projects, the probable cost of them, the ability which that company appears to believe they possess to carry them into execution, and the expediency or not of Parliament granting further powers to the South Eastern Company, the directors of the Croydon Company trust that the Honourable the Committee of the House of Commons will call upon the directors of the South Eastern Company for information upon the following points:

1st. The date at which the first Act of Parliament was passed for the South Eastern Company.

2d. Whether in this, the third year of their incorporation, they have yet a continuous line from Dovor to their junction with the Brighton Railway, near Merstham?

3d. Whether, out of such line as they are empowered to take, they have agreed, purchased, and paid for all the lands and properties required? How many acres, in fact, will they take in all, and how many are yet paid for? What is the total estimate for lands and compensation, and how much of that is paid?

4th. What are the respective estimated quantities of brickwork and earthwork upon the line from Merstham to Dovor, and how much of both have they finished, not merely contracted for?

5th. What was the amount of capital originally authorized? Into how many shares divided? How many of such shares have been forfeited or are now in abeyance; that is, with calls unpaid?

In the full belief that the South Eastern Company cannot answer these questions in a satisfactory manner to Parliament and the public, it appears to the Croydon directors, that it would be well for the South Eastern Company, and for the public purposes for which they received their Act of Incorporation, if, instead of planning new lines, which they have no present means of undertaking, they were to apply all the energies of which they are capable in advancing the works of their own line, and in co-operating with the Greenwich, Croydon, and Brighton Companies in a joint effort to improve the Greenwich Railway, which is an existing working line into London.

The 50*l.* share in the South Eastern Railway, upon which 12*l.* has been paid up, sells at present in the market for 1*l.* 10*s.* only; and as, under such circumstances, doubts must prevail whether the opinion and adhesion of the public will enable them to complete their own line, the Croydon directors cannot understand from what source the South Eastern Company expect to obtain funds to carry into execution any merely projected new line; nor is the South Eastern Company able, as the Croydon directors think, to assist, either by pecuniary means or credit, in effecting the intended improvements on the Greenwich Railway. Considering the limited means and progress of the South Eastern Company, it appears to the Croydon directors that the former are not entitled to receive from Parliament the powers which they ask, for an extension of their line into London, nor does it appear in what manner security is to be given to Parliament and the public that the South Eastern Company could execute the work, if the power was granted to them, upon an estimate amounting to no more than 400,000*l.*

The directors of the Croydon Company will meet fairly the question of providing a terminus for the southern lines of railway nearer to the west end of London than the present terminus at the foot of London-bridge, and they are quite disposed to believe that the interests of Government and the public will render a western terminus ultimately necessary, or, at least, an easier communication than now exists with the west end of London. In the meantime, they beg leave to represent to the Committee, that the most expedient course to pursue, more particularly at a time of considerable pressure on the money market, will be to impress upon the Greenwich, Croydon, and Brighton Companies the necessity of improving and accommodating the Greenwich line to the extensive traffic for which it ought to be fully adapted; and, secondly, to do nothing to discourage the efforts of these companies to meet the opinion and convenience of Parliament and the public. The opinion of the Croydon directors therefore is, that Parliament should allow the call for a western terminus to arise, as it perhaps may, from the demand of the public for more extended accommodation, founded upon some experience yet to be acquired of the presumed inadequacy of the London-bridge terminus.

I have, &c.

(signed) *John Moxon,*
Chairman of the Croydon Railway Company.

Appendix, No. 20.

RETURNS, from Railway Companies, showing the Number of Passengers Carried; of the Miles Travelled; of the Money Received, including Parcels, Carriages, Horses, &c.; of the Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.; and of the Average Fare per Mile of each Passenger for each Month, from the 1st January 1838, or from the Opening of the Railway, provided it has not been so long at Work.

ARBROATH AND FORFAR RAILWAY COMPANY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1839:	*d.*	*d.*	*d.*			£. *s.* *d.*	*d.*	*d.*	*d.*
Opened 3d Jan.	1.9615	1.4615	.9807	5,275	46,568 7/8	287 13 11 1/2	9.275	1.653	.973
February -	—	—	—	3,302	27,972 6/8	318 15 10 1/2	9.099	1.669	.969
March - -	—	—	—	6,184	53,320 6/8	546 7 10	8.954	1.655	.95
April - -	—	—	—	5,652	48,288 7/8	552 4 1 1/2	8.791	1.672	.945

Under the head of "Gross Amount Received," we have placed the total receipts for "goods, passengers, and parcels." We neither carry carriages nor horses.

We certify that the above is the Return for the Arbroath and Forfar Railway Company, made up from the books of said Company.

John Macdonald, Secretary.
James Morris, Manager.

Arbroath, 19 June 1839.

ARDROSSAN AND JOHNSTONE RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:						£. *s.* *d.*	*d.*		
January - -	1*d.* p' mile	- -	- -	1,564	6,426	26 15 6	4.1		
February -	—	- -	- -	999	4,116	17 3 —	4.1		
March - -	—	- -	- -	1,382	5,588	23 5 8	4.		
April - -	—	- -	- -	2,229	9,276	38 13 —	4.1		
May - -	—	- -	- -	2,408	9,414	39 4 6	4.		
June - -	—	- -	- -	3,495	14,316	59 13 —	4.1		
July - -	—	- -	- -	6,551	27,016	112 11 4	4.1		
August - -	—	- -	- -	5,804	24,390	101 12 6	4.2		
September -	—	- -	- -	3,567	14,288	59 10 8	4.		
October - -	—	- -	- -	2,615	10,514	43 16 2	4.		
November -	1 5/12 *d.*	- -	- -	1,337	5,474	32 11 10	5.8		
December -	—	- -	- -	1,464	6,048	36 — 4	5.8		
1839:									
January - -	—	- -	- -	1,120	4,552	27 2 10	5.8		
February -	—	- -	- -	1,147	4,694	27 15 11	5.8		
March - -	—	- -	- -	1,262	5,224	30 19 1	5.9		
April - -	—	- -	- -	1,764	7,408	43 19 7	5.9		

BALLOCHNEY RAILWAY.

Sir,

Glasgow, 10 June 1839.

I SOME time ago received, under the frank of Lord John Russell, a Schedule for a Return of the Number of Passengers carried along the Ballochney Railway, and other particulars therein specified, under an order of the House of Commons of date the 7th ult.

In answer thereto, allow me to mention, that the Ballochney Railway Company do not convey any passengers upon their Railway; that some passengers are conveyed on a small portion thereof by the Glasgow and Garnkirk Railway Company, but of these we have no account, and are unable to make the Return specified, which, however, to a certain extent, will be supplied by the Return of the Glasgow and Garnkirk Railway Company. Should it be the desire of the Committee that a Return should be made by us, we shall endeavour to procure information from the Company in question, and to make up a Return upon their authority.

I have, &c.
(signed) *James Mitchell*,
Clerk to Ballochney Railway Company.

The Chairman of the Select Committee
on Railway Communication, House of Commons.

BODMIN AND WADEBRIDGE RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger. 1st Class.	AVERAGE FARE per Mile of each Passenger. 2d Class.	General Average Fare per Mile each Passenger.
1838:						£. s. d.	d.			d.
January -	1½ d. per mile forward. Half price backward, if on the same day; but not less than 4½ d.	None of this description.	1 d. per mile forward. Half price backward, if on the same day; but not less than 3 d.	102	628½	3 3 7	7½ +	The short distance passengers raised the average to about 1⅜ d. each.	The short distance passengers raised the average to about ⅞ d.	1 135/628
February -				102	663	2 18 4	6¾ +			1 62/663
March - -				198	1,210½	5 3 11	6¼ +			1 37/1247
April - -				240	1,586	6 19 –	6¾ +			1 82/1586
May - -				350	2,175¾	8 14 6	6 +			– 2094/2175
June - -				402	2,530¼	10 10 3	6½ +			– 2223/2530
July - -				567	3,491¾	15 – 11	6¼ +			1 120/3492
August -				369	2,378	10 – 9	6½ +			1 221/2378
September -				259	1,675	7 1 5	6½ +			1 92/1675
October -				348	2,086	8 16 1	6 +			1 27/2086
November -				167	1,021¾	4 16 –	6¾ +			1 130/1022
December -				170	1,093	4 17 6	6¾ +			1 77/1093
1839:										
January -				146	932	4 3 1	6¼ +			1 65/932
February -				152	929	3 18 5	6 +			1 12/929
March -				504	3,108½	14 3 8	6¾ +			1 296/3108
April - -				305	1,894½	7 15 11	6 +			– 1871/1894
				4,381	27,403½	118 3 4	= 6½ nearly.			= 1 957/27403½

Wadebridge, 22 May 1839.

Octavius Dunstan, Superintendent.

BOLTON AND LEIGH RAILWAY.

(Including the KENYON AND LEIGH JUNCTION RAILWAY.)

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger. 1st Class.	AVERAGE FARE per Mile of each Passenger. 2d Class.
1838:	d.		d.			£. s. d.	s. d.	d.	d.
January - -	2 7/16	No enclosed 2d Class carriages used upon the Bolton and Leigh Railway.	1¾	6,145	45,648½	476 11 8	1 5 9/16	2¼	1 7/16
February -	—		—	4,737	35,822½	383 12 10	1 6 9/16	—	—
March - -	—		—	5,865	44,085	484 2 1	1 6 5/16	—	1½
April - -	—		—	6,671	51,686½	513 – 11	1 5 13/16	—	1 11/16
May - -	—		—	7,073	55,066	551 14 7	1 5 11/16	—	1 7/16
June - -	—		—	9,473	71,010½	737 3 6	1 6	2 5/16	1½
July - -	—		—	8,895	70,069	713 15 11	1 6 10/16	—	1 9/16
August - -	—		—	10,358	80,325½	830 3 11	1 6 8/16	—	—
September -	—		—	8,386	63,229	670 9 6	1 6 8/16	—	1 10/16
October - -	—		—	7,287	54,495½	563 1 –	1 5 9/16	—	—
November -	—		—	5,436	40,237½	441 10 6	1 6 7/16	—	1 9/16
December -	—		—	5,994	43,531	465 19 11	1 5 11/16	—	—
1839:									
January - -	—		—	6,665	49,350	520 7 11	1 5 11/16	2 7/16	1½
February -	—		—	5,007	37,152	419 7 4	1 6 12/16	2¼	—
March - -	—		—	5,482	40,867½	462 19 –	1 7 4/16	—	—
April - -	—		—	5,954	44,288	482 15 9	1 6 10/16	—	1 9/16

Henry Bradshaw.

The "miles travelled," as above stated, refer to the distance travelled upon the Bolton and Kenyon Railways, but a considerable portion of the passengers were really carried a greater distance for the amount above stated as received from them, namely, over a portion of the Liverpool and Manchester Railway, in addition to the Bolton and Kenyon Railways. The average fares stated in the two last columns of the Table have been calculated upon the real distance over which the passengers have been conveyed for the money paid by them.

Peter Sinclair,
Treasurer of the Bolton and Leigh Railway Company.

BRAMPTON RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:						£. s. d.	d.	Only one class used.	d.
January				908	2,000½	12 16 1	3 $\frac{82}{908}$		1 $\frac{1224}{2000}$
February				710	1,603½	10 9 3½	3 $\frac{174}{710}$		1 $\frac{201}{1603}$
March				912	2,002	13 1 9	3 $\frac{105}{912}$		1 $\frac{1354}{2002}$
April				1,378	2,955½	19 6 5	3 $\frac{82}{1378}$		1 $\frac{2089}{2955}$
May				1,461	2,635	16 3 11	2 $\frac{1427}{1461}$		1 $\frac{1401}{2635}$
June				1,664	2,900	21 4 8½	2 $\frac{1124}{1664}$		1 $\frac{2028}{2900}$
July				1,552	2,732	20 8 6½	2 $\frac{952}{1352}$		1 $\frac{1632}{2732}$
August				1,340	2,361½	17 16 6	2 $\frac{688}{1340}$		1 $\frac{1262}{2361}$
September				1,343	2,779½	18 9 7½	3 $\frac{42}{1343}$		1 $\frac{2389}{2779}$
October	Only one class used			1,610	3,221	22 13 3	2 $\frac{1274}{1610}$		1 $\frac{2870}{3229}$
November				1,385	2,363	17 13 8½	2 $\frac{53}{1385}$		1 $\frac{1119}{2361}$
December				1,183	2,261	17 7 11½	2 $\frac{743}{1183}$		1 $\frac{190}{2261}$
1839:									
January				836	1,791½	12 – 11	3 $\frac{3}{836}$		1 $\frac{1089}{1791}$
February				914	1,977½	12 17 1½	3 $\frac{47}{914}$		1 $\frac{1271}{1977}$
March				920	1,819½	13 18 2	2 $\frac{588}{920}$		1 $\frac{1613}{1819}$
April				1,324	2,710½	21 14 3½	2 $\frac{1236}{1324}$		1 $\frac{2250}{2710}$

The above is a private railway, wrought by horse power.

Lord *Carlisle*,
Brampton Railway.

CLARENCE RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:									
January									
February									
March	no coaches running.								
April									
May									
	s. d.	s. d.				£. s. d.	s. d.	d.	d.
June 20 to 30	2 2½	1 6 $\frac{1}{8}$		566	7,113	45 8 4	1 7	1 $\frac{7}{8}$	1½
July	2 3 $\frac{3}{8}$	1 8 $\frac{15}{16}$		1,684	23,486	157 3 11	1 9 $\frac{3}{4}$	1 $\frac{7}{8}$	1 $\frac{1}{2}$
August	2 3 $\frac{5}{16}$	1 9 $\frac{1}{16}$		2,029	28,441	189 17 –	1 10 $\frac{7}{16}$	1 $\frac{7}{8}$	1 $\frac{1}{2}$
September	2 2 $\frac{3}{4}$	1 8½		1,918	26,204	174 11 11	1 9 $\frac{13}{16}$	1 $\frac{7}{8}$	1 $\frac{1}{2}$
October	2 4 $\frac{1}{16}$	1 8 $\frac{7}{8}$		1,614	22,464	152 1 6	1 9 $\frac{13}{16}$	1 $\frac{7}{8}$	1 $\frac{1}{2}$
November	2 4 $\frac{5}{16}$	1 8 $\frac{1}{4}$		1,388	18,060	132 18 1	1 10	1 $\frac{7}{8}$	1 $\frac{1}{2}$
December	2 4 $\frac{1}{8}$	1 9 $\frac{3}{8}$		1,444	20,666	141 19 6	1 10 $\frac{7}{8}$	1 $\frac{7}{8}$	1 $\frac{1}{2}$
1839:									
January	2 4 $\frac{1}{16}$	1 8 $\frac{3}{8}$		1,379	19,548	137 9 11	1 11	1 $\frac{7}{8}$	1 $\frac{1}{2}$
February	2 4 $\frac{3}{16}$	1 9 $\frac{1}{8}$		1,523	21,660	148 12 9	1 10 $\frac{3}{4}$	1 $\frac{7}{8}$	1 $\frac{1}{2}$
March	2 5 $\frac{1}{4}$	1 9 $\frac{11}{16}$		1,616	23,766	164 3 –	1 11 $\frac{3}{4}$	1 $\frac{7}{8}$	1 $\frac{1}{2}$
April	2 5 $\frac{1}{8}$	1 9 $\frac{3}{16}$		1,602	23,047	158 1 2	1 10 $\frac{15}{16}$	1 $\frac{7}{8}$	1 $\frac{1}{2}$

Clarence Railway Coach Office,
Stockton.

W. Richmond,
Secretary.

DUBLIN AND KINGSTOWN RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	3d Class. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.		
								1st Class.	2d Class.	3d Class.
1838:	*d.*	*d.*	*d.*		*	£. *s.* *d.*	*d.*			
January - -	1.037	26.388	30.392	57,817	6	1,778 13 9	6.382	Under 12 years of age, 1 *d.*; 12 years old and upwards, 2 *d.*	Under 12 years of age, -¼ *d.*; 12 years old and upwards, 1 ½ *d.*	Under 12 years of age, -½ *d.*; 12 years old and upwards, 1 *d.*
February -	1.036	21.665	25.735	48,436	6	1,559 8 7	6.564			
March - -	1.593	34.491	45.289	81,373	6	2,458 - 8	6.598			
April - -	1.520	32.623	42.005	76,148	6	2,519 10 7	6.818			
May - -	1.781	47.124	57.109	106,014	6	3,031 16 7	6.534			
June - -	2.328	58.787	70.735	131,850	6	4,097 16 1	6.532			
July - -	2.083	60.087	73.437	135,507	6	4,194 4 2	6.645			
August - -	2.364	57.227	65.968	125,559	6	3,895 - 11	6.624			
September -	2.159	57.957	68.635	128,751	6	3,828 1 8	6.614			
October - -	1.788	49.213	60.194	111,195	6	3,376 14 8	6.608			
November -	1.495	29.932	36.818	68,245	6	2,063 5 4	6.503			
December -	1.537	29.494	39.753	70,784	6	1,976 16 7	6.481			
1839:										
January - -	1.202	27.233	35.207	63,642	6	1,996 6 4	6.513			
February -	1.405	27.312	30.875	59,592	6	1,992 18 4	6.882			
March - -	1.313	27.093	34.730	63,136	6	1,965 7 9	6.591			
April - -	2.069	37.697	47.873	87,639	6	2,820 4 8	6.641			

* It is conceived this column is intended to show the number of miles travelled by each passenger; but if the gross miles travelled by the trains be required, it can be returned without delay.

Note.—This Return shows the number of passengers booked at the company's offices. There are numerous subscribers for various periods from one to twelve months, with privilege of travelling as often as they please, but of the number of journeys made by them there is not any record. The nearest estimate which can be made amounts to about 160,000 journeys in the year, which are not included above.

Dublin, 25 June 1839. *T. F. Bergin,* Clerk.

DUNDEE AND ARBROATH RAILWAY.

My Lord, Dundee, 24 May 1839.

In returning the Schedule made out in compliance with your Lordship's instructions, I beg to explain, that the average fares per mile of the first and second class passengers are given conjoined in the last two columns; as from the way in which our books are kept, the results could not otherwise be satisfactorily explained. But in order to this, I annex a Table of Fares, with the distances between the stations respectively.

The Dundee and Arbroath Railway was opened for passengers on the 8th October, in an incomplete state. The traffic has ever since been carried on by means of omnibus conveyances to and from a temporary station, two and one-fourth miles distant from the Dundee terminus. Early next month a nearer approach to this will be made by a mile and a half; and by the spring of next year it is expected that the whole line will be completed.

Right Hon. Lord Seymour. *Adam Symon*, Manager.

SCALE OF FARES.

STATIONS.	Distances. Miles.	DUNDEE. 1st Class.	DUNDEE. 2d Class.	BROUGHTY FERRY. 1st Class.	BROUGHTY FERRY. 2d Class.	MONIFIETH. 1st Class.	MONIFIETH. 2d Class.	CARNOUSTIE. 1st Class.	CARNOUSTIE. 2d Class.	East Haven. 1st Class.	East Haven. 2d Class.
		s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	d.	d.	d.
Broughty Ferry	3 ¾	– 6	– 6								
Monifieth -	6	1 –	– 9	– 6	– 3						
Carnoustie -	10 ½	1 6	1 3	1 –	– 9	– 8	– 6				
East Haven -	12 ¼	1 9	1 6	1 3	1 –	1 –	– 9	– 4	3	d.	d.
Arbroath -	16 ¾	2 6	2 –	2 –	1 6	1 6	1 3	1 –	9	9	6

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger. 1st Class.	AVERAGE FARE per Mile of each Passenger. 2d Class.
1838:	s. d.	s. d.				£. s. d.	s. d.	d.	
From 8th Oct.	1 2 ¾	3 8 ¼	None lower than 2d Class fares.	6,713 ½	1,537	434 17 6 ½	1 1 ⅓	3 ¾	
November -	1 5 ½	3 7 ¾		7,078 ½	1,551 ⅓	462 8 –	1 1 ½	3 ½	
December -	1 2 ¼	2 10		5,105 ½	1,479	351 10 3	1 2	3 ¾	
1839:									
January - -	1 4 ½	2 8		6,214	1,653	412 11 7	1 1 ¾	3 ¾	
February -	1 2	2 7 ½		4,568	1,392	318 – – ½	1 1 ¾	3 ¼	
March - -	1 3 ¼	2 5		7,268	2,262	502 18 6	1 1 ¾	3 ¾	
April - -	1 1 ½	3 6		8,748 ½	2,262	615 11 1	1 2	3 ½	

DUNDEE AND NEWTYLE RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger. 1st Class.	AVERAGE FARE per Mile of each Passenger. 2d Class, Close.	AVERAGE FARE per Mile of each Passenger. 2d Class, Open.
1838:	d.	d.	d.			£. s. d.	d.	d.	d.	d.
January -	1.7633	1.5776	1.1851	2,548	22,991 ¼	122 6 11	11.358	1.7633	1.5776	1.1851
February -	1.7633	1.5776	1.1851	1,365	12,561	67 8 8	11.597	1.7633	1.5776	1.1851
March -	1.7633	1.5776	1.1851	2,399	21,591 ½	116 15 9	11.457	1.7633	1.5776	1.1851
April - -	1.7633	1.5776	1.1851	4,228	37,717	201 6 6	11.286	1.7633	1.5776	1.1851
May - -	1.7633	1.5776	1.1851	5,185	46,081 ½	245 12 3	11.243	1.7633	1.5776	1.1851
June - -	1.7633	1.5776	1.1851	7,017	63,377 ½	331 16 9	11.275	1.7633	1.5776	1.1851
July - -	1.7633	1.5776	1.1851	8,269	74,008 ¼	388 18 –	11.218	1.7633	1.5776	1.1851
August -	1.7633	1.5776	1.1851	9,416	85,053 ½	445 10 4	11.305	1.7633	1.5776	1.1851
September -	1.7633	1.5776	1.1851	5,928	53,955 ½	287 – 5	11.460	1.7633	1.5776	1.1851
October -	1.7633	1.5776	1.1851	4,632	42,403 ¾	225 17 7 ½	11.466	1.7633	1.5776	1.1851
November -	1.7633	1.5776	1.1851	4,841	45,884 ¼	248 9 3	12.317	1.7633	1.5776	1.1851
December -	1.7633	1.5776	1.1851	3,854	34,820 ½	184 – 11	11.461	1.7633	1.5776	1.1851
1839:										
January -	1.7633	1.5776	1.1851	3,962	36,050 ¾	192 11 9	11.615	1.7633	1.5776	1.1851
February -	1.7633	1.5776	1.1851	3,103	28,203 ½	150 5 2	11.621	1.7633	1.5776	1.1851
March -	1.7633	1.5776	1.1851	4,007	36,516	195 10 11	11.712	1.7633	1.5776	1.1851
April - -	7.7633	1.5776	1.1851	5,089	46,157	244 4 9	11.518	1.7633	1.5776	1.1851

Appendix, No. 20.

Returns from the Dundee and Newtyle Railway Company.

SEATS CONTRACTED FOR.

	Number of Passengers.	Miles Travelled.
1838:		
January	224	1,450 ½
February	146	867 ¾
March	158	1,132 ½
April	175	1,263 ½
May	172	1,182 ¾
June	239	1,631 ½
July	228	1,599 ¼
August	225	1,701 ¼
September	177	1,289 ½
October	177	1,371 ¾
November	180	1,436
December	225	1,515 ¾
1839:		
January	207	1,362 ¼
February	22[illegible]	1,404 ½
March	192	1,428 ½
April	172	1,302 ¼

The above is a statement of the seats contracted for by the year, the charge for which is about 20 per cent. below the usual fares.

DUNFERMLINE AND CHARLESTOWN RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:						£. s. d.	d.		
January			none	958	3 ½	44 18 –	5 $\frac{637}{958}$	One penny and 5-7ths per mile.	6-7ths of a penny per mile.
February			—	455	—	24 9 1 ½	5 $\frac{299}{455}$		
March			—	696	—	41 8 8 ½	5 $\frac{504}{696}$		
April			—	1,484	—	56 11 5	5 $\frac{995}{1484}$		
May			—	1,311	—	79 16 2 ½	5 $\frac{864}{1311}$		
June			—	1,639	—	83 – 3	5 $\frac{1081}{1639}$		
July			—	2,368	—	101 11 5 ½	5 $\frac{1306}{2368}$		
August			—	2,198	—	90 17 1 ½	5 $\frac{1430}{2198}$		
September			—	1,725	—	107 11 2 ½	5 $\frac{1125}{1725}$		
October			—	1,356	—	92 6 8	5 $\frac{897}{1356}$		
November			—	803	—	55 19 6 ½	5 $\frac{581}{803}$		
December			—	563	—	83 9 7 ½	5 $\frac{416}{563}$		
1839:									
January			—	731	—	63 3 3	5 $\frac{493}{731}$		
February			—	556	—	44 13 –	5 $\frac{412}{556}$		
March			—	665	—	47 16 9	5 $\frac{432}{665}$		
April			—	1,185	—	52 12 –	5 $\frac{798}{1185}$		

27 May 1839.

DURHAM AND SUNDERLAND RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:	*d.*					£. s. d.	*d.*	*d.*	
January - -	0·90	*N. B.*—There		2,391	15,795	59 16 2	6·00	0·90	
February -	0·91	is only one de-		2,623	14,922	56 11 11	5·17	0·91	
March - -	0·91	scription or class		5,253	31,161	119 2 4	5·44	0·91	
April - -	0·94	of carriages used,		5,618	34,151	130 8 11	5·57	0·94	
May - -	0·94	and of fares charged		6,141	38,822	148 2 6	5·78	0·94	
June - -	0·90	on the Durham		7,137	46,747	176 2 7	5·92	0·90	
July - -	0·91	and Sunderland		8,264	59,476	226 8 9	6·57	0·91	
August - -	0·91	Railway.		10,150	69,141	263 6 1	6·22	0·91	
September -	0·91	- -	- -	8,723	59,780	228 8 3	6·28	0·91	
October - -	0·99	- -	- -	7,906	54,001	208 10 4	6·33	0·99	
November -	0·92	- -	- -	6,457	46,416	178 13 2	6·64	0·92	
December -	1·18	- -	- -	6,758	47,231	229 7 9	8·14	1·18	
1839:									
January - -	1·09	- -	- -	5,856	43,375	197 - 8	8·07	1·09	
February -	1·30	- -	- -	6,920	42,522	239 2 9	8·29	1·30	
March - -	1·23	- -	- -	7,171	51,450	264 3 9	8·84	1·23	
April - -	1·26	- -	- -	8,152	58,341	306 11 5	9·03	1·26	

Durham, 18 June 1839. *John Gregson*, Clerk.

EDINBURGH, LEITH, AND NEWHAVEN RAILWAY.

No part of this Railway is expected to be open for two years.

J. N. Stodart, Secretary.

EDINBURGH AND DALKEITH RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class. Very Few.	2d Class.
1838:	*d.*	*d.*	*d.*			£. s. d.	*d.*	*d.*	*d.*
January - -	1 1/8	7/8	7/8	14,664 1/2	6 1/4	348 17 6 3/4	5 1/2	1 1/8	7/8
February -	—	—	—	12,855 1/8	—	305 14 7 1/4	—	—	—
March - -	—	—	—	19,559	—	467 17 8 1/4	—	—	—
April - -	—	—	—	18,652 1/2	—	437 16 6 1/4	—	—	—
May - -	—	—	—	23,071 1/2	—	580 17 1 1/2	—	—	—
June - -	—	—	—	33,268	—	767 11 2 1/2	—	—	—
July - -	—	—	—	43,563 1/8	—	968 17 11 3/4	—	—	—
August - -	—	—	—	34,061	—	737 18 6	—	—	—
September -	—	—	—	38,202 1/2	—	833 16 10 3/4	—	—	—
October -	—	—	—	23,126	—	526 17 -	—	—	—
November -	—	—	—	20,253	—	477 13 6 1/2	—	—	—
December -	1 1/4	1 1/16	1 1/16	17,924 1/2	—	506 17 9	6 3/4	1 1/4	1 1/16
1839:									
January - -	—	—	—	14,552	—	411 11 6	—	—	—
February -	—	—	—	11,601 1/2	—	331 - 1	—	—	—
March - -	—	—	—	17,183	—	479 18 8 1/2	—	—	—
April - -	—	—	—	16,207 1/2	—	455 2 10	—	—	—

D. Rankine, Manager.

GARNKIRK AND GLASGOW RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:	*d.*	*d.*				£. s. d.	*d.*	*d.*	*d.*
January - -	1.090	.72	- -	9,873	2,376	320 9 5	7.79	1.230	.918
February -	1.090	.72	- -	7,660	2,112	251 10 9	7.87	1.239	.937
March - -	1.090	.72	- -	9,405	2,376	307 16 –	7.68	1.240	.969
April - -	1.090	.72	- -	11,025	2,200	333 19 10	7.248	1.236	.970
May - -	1.090	.72	- -	11,707	2,376	380 5 7	7.79	1.234	.951
June - -	1.090	.72	- -	10,444	2,288	330 1 7	7.584	1.241	.943
July - -	1.090	.72	- -	12,375	2,288	393 1 7	7.622	1.232	.935
August - -	1.090	.72	- -	11,415	2,376	368 2 10	7.737	1.227	.898
September -	1.090	.72	- -	10,861	2,200	355 16 6	7.872	1.238	.902
October - -	1.090	.72	- -	13,141	2,376	427 1 10	7.80	1.237	.917
November -	1.090	.72	- -	10,783	2,288	356 7 –	7.92	1.235	.925
December -	1.090	.72	- -	9,689	2,288	320 2 11	7.92	1.242	.971
1839:				128,378	27,544	4,144 15 10			
January - -	1.090	.72	- -	10,409	2,376	346 8 4	7.968	1.249	.892
February -	1.090	.72	- -	8,351	2,112	279 – 9	7.992	1.243	.866
March - -	1.090	.72	- -	9,074	2,288	301 14 2	7.979	1.245	.890
April - -	1.36	.90	- -	7,596	2,288	273 13 8	8.592	1.397	1.056
				163,808	36,608	5,345 2 9			
TOTAL, 1838 - -				128,378	- -	4,144 15 10			
— 1839 - -				35,430	- -	1,200 6 11			
				163,808		5,345 2 9			

N. B.—Three miles travelled on part of the Monkland and Kirkintilloch and Ballochney Railways are included.

Glasgow, 1 July 1839. *Charles Alexander King*, Secretary.

GRAND JUNCTION RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.		
								1st Class.	2d Class.	3d Class.
1838:	$2\frac{1}{2}\frac{146}{199}$ *d.*	$2\frac{172}{199}$ *d.*	$1\frac{1}{4}\frac{43}{97}$ *d.*			£. s. d.	s. d.	*d.*	*d.*	*d.*
31 December 1837 to 27 January, inclusive.	13.664	12.498	- -	26,162	1,076,231	12,284 5 7	7 10 $\frac{132042}{261622}$			
To 24 February -	12.869	11.097	- -	23,966	1,122,485	12,781 17 10	8 11 $\frac{102200}{239660}$			
31 March -	17.896	15.630	- -	33,526	1,506,425	16,647 16 3	8 6 $\frac{3}{4}\frac{36346}{335526}$			
28 April -	17.204	14.484	- -	31,688	1,553,286	16,433 13 9	9 1 $\frac{1}{4}\frac{33000}{316888}$			
26 May -	17.469	15.152	- -	32,621	1,714,250	18,291 9 4	9 9 $\frac{1}{4}\frac{205135}{326221}$			
30 June -	25.666	24.412	- -	50,078	2,735,838	28,738 9 11	10 2 $\frac{287299}{500788}$			
28 July -	23.713	20.505	- -	44,218	2,431,763	25,276 10 10	10 1 $\frac{3}{4}\frac{205155}{442188}$			
25 August -	25.674	22.918	- -	48,592	2,671,554	27,801 10 7	10 2 $\frac{7788}{485592}$			
29 September	28.869	23.621	- -	52,490	3,013,250	31,672 18 5	10 8 $\frac{48299}{524900}$	2 $\frac{1}{2}\frac{146}{199}$	2 $\frac{172}{199}$	1 $\frac{1}{4}\frac{43}{97}$
27 October -	23.444	14.027	.672	38,143	2,214,399	25,653 15 2	11 7 $\frac{1}{4}\frac{9053}{381437}$			
24 November	18.054	10.013	.614	28,681	1,627,241	19,673 8 –	11 6 $\frac{1}{2}\frac{82061}{286811}$			
29 December	21.914	12.535	.676	35,125	1,887,197	22,685 11 9	10 11 $\frac{1}{4}\frac{304671}{351251}$			
1839:										
To 26 January -	17.961	10.225	.466	28,652	1,492,240	17,564 16 2	10 7 $\frac{2}{2}\frac{2}{8}\frac{200}{655}\frac{2}{2}$			
23 February -	17.107	8.770	.495	26,372	1,481,346	17,567 4 2	11 5 $\frac{2}{2}\frac{0}{6}\frac{1}{3}\frac{42}{72}$			
30 March -	24.756	12.615	.807	38,178	2,131,092	25,262 – 1	11 4 $\frac{1}{2}\frac{38044}{381786}$			
27 April -	21.719	10.806	.822	33,347	1,937,089	22,726 8 7	11 10 $\frac{1}{2}\frac{46900}{333447}$			

GREAT WESTERN RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:	3 36/100 d.	2 36/100 d.	1 72/100 d.			£. s. d.	s. d.	d.	
June - -	10.655	5.538	27.731	43,924	772,233	6,459 16 2	2 11 67/100	2	
July - -	10.459	5.087	31.837	47,383	852,698	6,913 2 8	2 9 1/2 67/100	1 3/4 48/100	
August - -	6.902	4.405	31.333	42,640	763,072	7,154 10 5	3 2 3/4 20/100	2 67/100	
September -	7.678	5.517	30.722	43,917	784,047	7,579 19 1	3 3 42/100	2 76/100	
October - -	8.302	7.329	24.633	40,264	718,488	6,259 19 2	2 10 1/4 91/100	1 3/4 72/100	
November -	5.047	5.390	10.935	21,372	390,115	4,438 1 9	3 8 1/4 34/100	2 1/2 71/100	
December -	7.215	7.337	16.840	31,392	547,126	4,969 4 11	2 8 3/4 85/100	1 3/4 56/100	
1839:									
January - -	6.559	5.695	14.605	26,859	456,713	5,080 2 4	3 4 1/4 58/100	2 1/2 50/100	
February -	5.404	4.415	16.202	26,021	432,901	4,458 18 6	2 11 3/4 6/100	2 60/100	
March - -	7.244	6.892	17.981	32,117	536,475	5,819 3 11	3 2 10/100	2 1/4 11/100	
	75.465	57.605	222.819	355,889	6,253,868	59,132 18 11	3 1 1/4 9/100	2 51/100	

Average Proportions.

3 to 4 of 1st class. | 3 to 1 of 1st class. 4 to 1 of 2d class close.

2d class together as 3 3/4 to 1 of 1st class.

Paddington, 25 April 1839.

Henry S. Hewitt, Chief Accountant.

HARTLEPOOL RAILWAY.

The Hartlepool Railway Company, to whom the Return has been sent, have not run any coaches themselves during the period embraced in this Return; but they have granted licences to two persons, of the names of Snowden and Wilkinson, residing at Haswell, in this county, to run coaches upon their railway, being paid 3 *d.* per mile for each coach for the distance passed over, agreeably to a clause contained in their Act.

The total number of miles passed over, taking the whole as one coach, is 23,593 1/2.

And the amount of money received by the Company for running that distance, is 300 *l.* 5 *s.* 10 1/2 *d.*

Thomas Wood, Castle Eden.

HEREFORD RAILWAY.

Sir, Hereford, 24 May 1839.

In reply to the circular I had the honour to receive on Railway communications, I beg to state, that the communication from Hereford to Monmouth Cap is a tram-road, an extension of the Grosmont and Lanqua Lines, for the conveyance of coals from, and corn, &c. to, the mining districts in South Wales. There is no locomotive engine; and the proprietors do not convey goods or passengers.

There are on market-days some tram-waggons, which convey market people who live along the line, and their baskets, for which the Company receive, or are entitled to receive, from 1st January to 31st December 1838, the sum of 26 *l.* 10 *s.* 4 *d.*, and from 1st January to 30th April 1839, the sum of 8 *l.* 15 *s.* 4 *d.*

I am, &c.

To the Chairman of the Select Committee on Railway Communications.

James Fowler, Clerk to the Company.

KILMARNOCK AND TROON RAILWAY.

Sir, Kilmarnock, 21 May 1839.

I have received an order, as Clerk to the Kilmarnock and Troon Railway Company, from the Select Committee on Railway Communication, to furnish a return in terms of a printed schedule.

The Kilmarnock and Troon Railway Company have never run any carriages for conveying passengers on their own account, nor does their Act empower them to levy a duty upon individual passengers. A few carriages for the conveyance of passengers travel on the line, and a small tonnage is taken for each time the carriage passes, estimating so many persons to constitute a ton; it is not, therefore, in the power of the Company to furnish the Return required.

I am, &c.

The Chairman of the Select Committee on Railway Communications.

George Douglas.

LEEDS AND SELBY RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:	*d.*	*d.*	*d.*			£. s. d.	s. d.	*d.*	*d.*
January - -	- -	- -	- -	4,372	3,620	571 17 2	2 5 3/4	2 7/8	1 3/4
February -	- -	- -	- -	3,505	2,720	450 1 7	2 6 3/4	2 3/4	2 1/16
March - -	- -	- -	- -	5,201	3,960	692 10 1	2 6 1/4	2 7/8	2
April - -	- -	- -	- -	6,926	3,780	922 17 2	2 6 1/4	2 3/4	1 7/8
May - -	- -	- -	- -	7,801	4,060	1,042 12 6	2 6 7/8	2 7/8	2
June - -	- -	- -	- -	9,209	3,920	1,270 10 6	2 8	2 13/16	1 3/4
July - -	- -	- -	- -	10,909	3,920	1,498 3 11	2 7 1/2	2 3/4	1 3/4
August - -	- -	- -	- -	12,035	4,000	1,620 - 6	2 7	2 3/4	1 7/8
September -	2 9/16	2	1 1/2	10,830	3,720	1,463 15 4	2 7 1/8	2 7/8	1 3/4
October - -	- -	- -	- -	8,590	3,920	1,266 17 3	2 7 5/16	2 3/4	2
November -	- -	- -	- -	5,882	3,860	792 17 9	2 7	2 3/4	1 7/8
December -	- -	- -	- -	5,377	3,840	795 19 4	2 9 1/2	2 3/4	1 3/4
1839:									
January - -	- -	- -	- -	5,838	3,980	767 5 11	2 6 1/8	2 11/16	1 15/16
February -	- -	- -	- -	5,091	3,540	664 17 2	2 4 7/8	2 3/4	2
March - -	- -	- -	- -	6,576	3,840	916 17 10	2 7 1/2	2 7/8	1 3/4
April - -	- -	- -	- -	7,114	3,840	933 6 7	2 5 7/8	2 3/4	1 7/8

Leeds, 3 June 1839.

Peter Clarke, Superintendent.

LEICESTER AND SWANNINGTON RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount * Received, including Parcels' Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:						£. s. d.	*d.*	*d.*	*d.*
January - -	- -	- -		1,593	13,005 3/4	70 8 3	10.6083	1.8042	1.2822
February -	- -	- -		1,205	10,074 3/4	54 10 9	10.8623	1.7439	1.277
March - -	- -	- -		1,875	15,821	85 5 -	10.912	1.7626	1.205
April - -	- -	- -		1,541	12,616 3/4	68 16 6	10.7125	1.7794	1.2805
May - -	- -	- -		2,180	17,917	96 6 9	10.606	1.7566	1.274
June - -	- -	- -		2,291	20,977 3/4	107 14 3	11.2483	1.7742	1.2149
July - -	- -	- -		2,130	15,797 1/2	95 12 6	10.7746	1.7538	1.4387
August - -	*d.*	*d.*		2,127	18,900 3/4	99 8 -	11.2158	1.7479	1.2497
September -	2.2983	1.6516	No conveyance called 2d Class open.	2,046	16,940 3/4	91 7 9	10.72	1.7437	1.2782
October - -				2,778	23,583 1/2	126 3 9	10.9017	1.7828	1.2722
November -	- -	- -		1,685	13,861 1/2	74 15 -	10.6469	1.7531	1.2772
December -	- -	- -		1,602	13,927 1/4	70 7 11	10.5462	1.7748	1.186
1839:									
January - -	- -	- -		1,459	12,068 1/2	64 17 6	10.5274	1.7669	1.2724
February -	- -	- -		1,399	11,447	61 6 -	10.5216	1.7778	1.2684
March - -	- -	- -		1,433	11,837 3/4	63 11 3	10.6455	1.7592	1.2682
April - -	- -	- -		1,629	13,308 1/2	73 6 3	10.8011	1.7436	1.2897

* Passengers' parcels included in fares. No carriages or horses have been conveyed.

This railway, as will be perceived by the small amounts received, is not a travelling line, the principal traffic being in coal and lime.

12 June 1839.

George W. Gill, Manager.

LIVERPOOL AND MANCHESTER RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger. 1st Class.	AVERAGE FARE per Mile of each Passenger. 2d Class.
1838:						£. s. d.			
2 Jan. to 5 Feb.	- -	- -	The Company have only one description of Second Class Carriages, which are partially open at the sides, but with close tops.	39,430	880,680	8,414 5 10			
6 Feb. to 5 Mar.	- -	- -		30,956	689,018 ½	6,761 3 1			
6 Mar. to 2 Apr.	- -	- -		38,226	872,154	8,141 18 6			
3 Apr. to 7 May	- -	- -		50,061	1,117,299 ½	10,640 13 11			
8 May to 4 June	- -	- -		44,147	980,032	9,257 13 11			
5 June to 2 July	- -	- -		59,044	1,307,240 ½	11,750 4 3			
3 July to 6 Aug.	- -	- -		74,796	1,767,998 ½	15,757 5 11			
7 Aug. to 3 Sept	d.	d.		67,171	1,590,042 ½	14,177 18 2			
4 Sept. to 1 Oct.	2 83/100	1 65/100		56,813	1,310,714 ½	11,917 8 2	s. d.	d.	d.
2 Oct. to 5 Nov.	(including Parcels, &c.)			57,063	1,253,089	11,716 14 2	3 9 4/10	2 67/100	1 49/100
6 Nov. to 3 Dec.				39,766	829,749 ½	8,117 19 8		(excluding Parcels, &c.)	
4 Dec. to 7 Jan.	- -	- -		51,863	1,069,834	10,093 3 3			
1839:									
8 Jan. to 4 Feb.	- -	- -		42,556	870,471	8,015 13 -			
5 Feb. to 4 Mar.	- -	- -		40,843	871,126	8,068 7 5			
5 Mar. to 1 Apr.	- -	- -		43,082	919,722	8,569 3 9			
2 Apr. to 6 May	- -	- -		58,616	1,271,430	10,928 18 1			
		TOTAL - - -		794,433	17,600,601 ½	162,328 11 1			

LONDON AND BIRMINGHAM RAILWAY.

DATE.	Mail. Average Fare per Mile.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	Average Fare per Mile of each Passenger.
1838:		d.		d.			£. s. d.	£. s. d.	d.
January - -	- -	2.8346	- -	1.7011	10,359	220,990	2,045 3 11	- 3 8 ½	2.0941
February -	- -	- -	- -	- -	9,036	194,413	1,786 17 1	- 3 8 ¾	2.0813
March - -	- -	- -	- -	- -	12,797	271,422	2,482 14 10	- 3 7	2.0352
April - -	- -	3.0129	- -	1.8701	29,920	1,040,982	11,187 8 6	- 7 - ¼	2.4779
May - -	- -	- -	- -	- -	40,508	1,588,003	18,068 16 6	- 8 - ½	2.4664
June - -	- -	- -	- -	- -	56,217	2,123,782	24,670 10 9	- 7 8 ½	2.4503
July - -	- -	- -	- -	- -	60,481	2,273,109	26,084 1 2	- 8 1	2.5866
August - -	- -	- -	- -	- -	60,108	2,019,182	27,006 13 3	- 8 2 ¼	2.9548
September -	d.	- -	d.	- -	56,001	2,700,035	32,587 4 4	- 10 8 ½	2.6659
October - -	3.4743	3.2207	2.6726	2.1380	51,827	3,225,433	41,996 - 9	- 14 7 ¼	2.8370
November -	- -	- -	- -	- -	34,239	2,249,624	31,452 10 10	- 15 6 ¼	2.8380
December -	- -	- -	- -	- -	37,892	2,360,689	32,975 6 7	- 14 10	2.8594
1839:									
January - -	- -	- -	- -	- -	34,827	2,211,313	30,693 15 1	- 15 2 ¼	2.8702
February -	- -	- -	- -	- -	33,198	2,150,234	30,252 17 1	- 15 7	2.8880
March - -	- -	- -	- -	- -	38,678	2,480,528	35,106 18 3	- 15 4 ½	2.7182
April - -	- -	- -	- -	- -	45,937	3,090,666	43,247 4 4	- 16 - ½	2.8698

From 1st January 1838 to 8th April 1838, the Railway was open from London to Tring. From 9th April 1838 to 16th September 1838, from London to Denbigh Hall, and from Birmingham to Rugby.

Note.—Fares were received from 9th April to 16th September for the whole distance from London to Birmingham, and a rateable reduction is made in this Return for the amount paid out to the contractors for the Railway by road, between Denbigh Hall and Rugby.

Euston Station, 31 May 1839.

R. Creed, Secretary.

LONDON AND GREENWICH RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c. *	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:						£. s. d.			
January - -	- -	- -		97,541	292,623	2,437 12 6			
February -	- -	- -		89,866	269,598	2,253 14 –			
March - -	- -	- -		111,116	333,348	2,794 17 9			
April - -	- -	- -		160,715	482,145	4,044 15 6			
May - -				130,139	390,417	3,291 6 6			
June - -	*d.* 4	*d.* 2	Same as the 2d Class.	190,260	570,780	4,783 1 6	*d.* 8	*d.* 4	*d.* 2
July - -				144,775	434,325	3,724 10 6			
August - -	- -	- -		144,793	434,379	3,648 8 6			
September -	- -	- -		131,641	394,923	3,312 10 6			
October - -	- -	- -		130,648	391,944	3,280 13 6			
November -	- -	- -		99,338	298,014	2,483 9 –			
December -	- -	- -		113,434	340,302	3,125 5 4			

The Railway was completed and opened to Greenwich on the 24th December, when the 2d class fares were increased.

1839:									
January - -	- -	- -		107,813	404,298	3,663 8 6			
February -				100,701	377,628	3,445 6 8	*d.* 8	*d.*	*d.*
March - -	$3\frac{1}{5}$	$2\frac{2}{15}$	Same as 2d Class.	126,089	472,833	4,316 7 –		$3\frac{1}{5}$	$2\frac{2}{15}$
April - -	- -	- -		145,705	546,393	5,006 9 –			

* The Company have not yet carried any carriages, horses, parcels, &c.

J. W. Akerman, Secretary.

MANCHESTER, BOLTON, AND BURY RAILWAY.

DATE.	1st Class. Average Fare per mile.	2d Class, Close Carriage. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:	*d.*	*d.*	*d.*			£. s. d.	*s.* *d.*	*d.*	*d.*
June - -	3	$2\frac{40}{100}$	$1\frac{20}{100}$	35,815	253,208	1,965 19 2	1 $1\frac{25}{100}$	3	$1\frac{80}{100}$
July - -	$2\frac{70}{100}$	$2\frac{10}{100}$	—	32,883	284,648	1,824 7 7	1 $1\frac{9}{100}$	$2\frac{70}{100}$	$1\frac{65}{100}$
August - -	$2\frac{40}{100}$	$1\frac{80}{100}$	—	35,094	318,563	1,964 11 –	1 $1\frac{17}{100}$	$2\frac{40}{100}$	$1\frac{50}{100}$
September -	—	—	—	40,585	352,161	2,217 19 5	1 $-\frac{89}{100}$	—	—
October - -	—	—	—	36,595	310,934	2,031 16 5	1 $-\frac{92}{100}$	—	—
November -	—	—	—	27,255	241,198	1,633 8 2	1 $1\frac{86}{100}$	—	—
December -	3	—	$1\frac{80}{100}$	19,500	180,839	1,643 6 7	1 $7\frac{57}{100}$	3	$1\frac{80}{100}$
1839:									
January - -	—	—	—	20,571	181,255	1,746 8 5	1 $7\frac{93}{100}$	—	—
February -	—	—	—	17,242	155,265	1,409 18 8	1 $7\frac{30}{100}$	—	—
March - -	—	—	—	19,479	180,663	1,639 17 3	1 $7\frac{48}{100}$	—	—
April - -	—	—	—	22,993	198,653	1,810 – –	1 $5\frac{87}{100}$	—	—

Railway opened 29th May 1838.

MONKLAND AND KIRKINTILLOCH RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:						£. s. d.	d.		d.
August - -	- -	10/1.411	- -	172	1,462	3 16 6	6	- -	.706
September -	- -	24/6.882	- -	413	3,254 ½	10 5 1	5.627	- -	.714
October - -	- -	26/8.758	- -	437	3,237	10 13 11	5.439	- -	.734
November -	- -	18/3.856	- -	302	2,305 ½	7 12 10	5.556	- -	.728
December -	- -	17/2.206	- -	286	2,147 ½	4 17 10	5.402	- -	.721
1839:									
January - -	- -	10/7.050	- -	175	1,237 ½	3 17 3	5.08	- -	.726
February -	- -	18/6.684	- -	308	2,063 ¾	7 1 6	4.844	- -	.723
March - -	- -	20/ .306	- -	331	2,207	7 19 8	4.842	- -	.726
April - -	- -	16/ .335	- -	269	1,970 ½	4 7 4	5.238	- -	.715

The Railway is fully opened.

Glasgow, 7 June 1839. *James Mitchell*, Clerk.

NEWCASTLE-UPON-TYNE AND CARLISLE RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:	d.	d.				£. s. d.	s. d.	d.	
Only 47½ miles opened. January	1 ½ 6/47	1 ¼ 5/9	no waggons	11,873	152,375	2,629 13 3	1 7 1/11	1 ½ 2/5	
February	—	—	- -	10,667	136,547	2,922 13 4	1 8 9901/106657	1 ½ 73682/136547	
March -	—	—	- -	13,178	175,823	3,323 1 5	1 6 ½ 1/3	1 ¼ 9/17	
April -	—	—	- -	16,296	205,680	3,871 13 3	1 7 ½ 11/27	1 ¼ 1/3	
May -	—	—	- -	26,673	322,985	4,012 4 9	1 7 ¾ 1/9	1 ¼ 1/9	
June - -	1 ¾ 4/5	1 ¾	- -	19,502	353,329	4,163 - 5	2 10 ½	1 ¾ 3/5	
July - -	—	—	- -	25,800	486,237	7,164 10 9	2 10 ¼ 29/43	1 ¾ 7/24	
August - -	—	—	- -	18,996	392,192	6,072 9 11	3 2 ¼ 19/47	1 ¾ 7/13	
September -	—	—	- -	16,011	324,492	5,600 19 5	3 - ¾ 5/8	1 ¾ 19/32	
October - -	—	—	- -	12,227	274,686	6,894 - -	3 4 ¼ 1/434	1 ¾ 1/8	
November -	—	—	- -	13,293	220,107	5,073 16 3	2 7 ¼ 9/13	1 ¾ 13/22	
December -	—	—	- -	11,535	214,206	4,987 8 2	2 9 6/11	1 ¾ 9/71	
1839:									
January - -	—	—	- -	13,379	233,131	5,106 10 9	2 7 ¾ 11/13	1 ¾ 1/3	
February -	—	—	- -	11,376	210,001	4,771 15 3	2 8 ½ 9/11	1 ¾ 3/35	
March - -	—	—	- -	12,223	216,913	5,611 16 7	2 7 ½ 10/11	1 ¾ 2/3	
April to 5 May	—	—	- -	16,884	286,989	6,424 16 2	2 8 ¼ 1/16	1 ¾ 4/7	

This Railway is about completing.

NEWTYLE AND CUPAR ANGUS RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:	*d.*	*d.*				£. *s.* *d.*	*d.*		
January - -	1.494	1.147		1,068	5,118	71 19 6	5.528	1.494	1.147
February -	1.486	1.145		569	2,778 ½	40 11 11	5.683	1.486	1.145
March - -	1.503	1.147		1,135	5,363 ¼	90 2 7	5.512	1.503	1.147
April - -	1.564	1.147		1,731	8,117 ¼	102 19 6	5.525	1.564	1.147
May - -	1.547	1.147		2,171	10,157 ¾	117 4 6	5 479	1.547	1.147
June - -	1.542	1.147		2,432	11,508 ¼	118 17 9	5.539	1.542	1.147
July - -	1.548	1.147	None of this Class.	3,429	16,231 ¼	164 11 3	5.559	1.548	1.147
August - -	1.612	1.147		3,960	18,789 ¾	167 14 9	5.621	1.612	1.147
September -	1.626	1.147		2,582	12,358 ½	117 8 8	5.642	1.626	1.147
October - -	1.566	1.146		1,722	8,245	96 11 –	5.617	1.566	1.146
November -	1.527	1.147		1,895	8,985 ¾	102 4 7	5.515	1 527	1.147
December -	1.512	1.146		1,390	6,620 ¼	89 4 6	5.547	1.512	1.146
1839:									
January - -	1.562	1.147		1,606	7,633	79 3 –	5.533	1.562	1.147
February -	1.554	1.146		1,235	5,907 ¾	71 17 8	5.590	1.554	1.146
March - -	1.549	1.146		1,556	7,521 ½	71 10 5	5.627	1.549	1.146
April - -	1.515	1.146		2,073	9,886 ½	99 – 10	5.542	1.515	1.146

NORTH UNION RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:	*d.*	*d.*				£. *s.* *d.*	*s.* *d.*	*d.*	*d.*
November -	2.43	1.62		11,184	167,109	1,959 1 11	3 1	2 6/8	1
December -	—	—		11,555	180,182	2,121 11 7	3 4 ¾	3 1/11	1 ⅛
1839:									
January - -	—	—	No Second Open Class.	10,034	159,844	1,983 13 1	3 4 ¾	3 1/11	1 ⅛
February -	—	—		9,558	152,643	1,939 17 4	3 7 ½	3 ⅕	1 ⅕
March - -	—	—		12,112	199,118	2,028 9 11	2 11 ¼	2 ¾	1
April - -	—	—		14,104	223,040	2,613 18 9	3 3 ½	3	1 1/11

Preston, 22 June 1839. *James Chapman*, Secretary.

PAISLEY AND RENFREW RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	Open.
1838:	*d.*		*d.*			£. *s.* *d.*		*d.*	*d.*
January - -	2	- -	1 1/3	6,806	20,418	153 9 8 1/2	- -	2	1 1/3
February -	2	- -	1 1/3	4,412	13,236	126 2 11		2	1 1/3
March - -	2		1 1/3	7,804	23,412	201 - 4 1/2		2	1 1/3
April - -	2		1 1/3	9,854	29,562	219 12 4		2	1 1/3
May - -	2		1 1/3	12,805	38,415	266 15 11		2	1 1/3
June - -	2		1 1/3	14,850	44,550	311 12 2		2	1 1/3
July - -	2		1 1/3	18,078	54,234	344 4 -		2	1 1/3
August - -	2		1 1/3	35,155	105,465	633 19 9		2	1 1/3
September -	2		1 1/3	13,985	41,955	273 13 -		2	1 1/3
October - -	2		1 1/3	9,317	27,951	207 17 7		2	1 1/3
November -	2	- -	1 1/3	5,787	17,361	152 14 6		2	1 1/3
December -	2	- -	1 1/3	4,327	12,981	158 - 8 1/2	- -	2	1 1/3
1839:									
January - -	2	- -	1 1/3	4,733	14,199	179 4 7	- -	2	1 1/3
February -	2	- -	1 1/3	3,213	9,639	145 11 -	- -	2	1 1/3
March - -	2	- -	1 1/3	4,327	13,181	177 3 7	- -	2	1 1/3
April - -	2	- -	1 1/3	8,944	26,832	212 2 7	- -	2	1 1/3

No Second Class.

Average about 4 1/8 *d.*

Length of Railway Three Miles.

ST. HELEN'S AND RUNCORN GAP RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:	*d.*					£. *s.* *d.*	*d.*	*d.*	
January - -	1.866	none	none	1,866	4,837	83 15 6	10 1/4	3 7/8	
February -	1.438	—	—	1,438	3,833	65 14 6	10 1/2	3 7/8	
March - -	1.620	—	—	1,620	4,160	74 10 8	10 1/2	4	
April - -	1.660	—	—	1,660	4,127	80 10 9	11 1/4	4 1/4	
May - -	1.813	—	—	1,813	4,815	82 10 -	10 1/2	3 7/8	
June - -	2.733	—	—	2,733	6,804	125 17 -	10 1/2	4	
July - -	3.379	—	—	3,379	7,697	157 13 9	10 1/2	4 1/2	
August - -	3.295	—	—	3,295	7,522	155 1 6	10 1/2	4 1/2	
September -	2.705	—	—	2,705	6,416	125 12 7	10 1/2	4 1/2	
October - -	2.397	—	—	2,397	5,725	110 3 -	10 1/2	4 1/2	
November -	1.673	—	—	1,673	4,097	81 19 3	10 1/2	4 1/2	
December -	1.711	—	—	1,711	3,962	80 8 7	10 1/2	4 1/2	
1839:									
January - -	1.749	—	—	1,749	4,134	81 12 3	10 1/2	4 1/2	
February -	1.689	—	—	1,689	3,984	78 7 3	10 1/2	4 1/2	
March - -	1.597	—	—	1,597	4,097	74 14 3	10 1/2	4 1/2	
April - -	1.934	—	—	1,934	4,987	89 12 3	10 1/2	4 1/2	

SHEFFIELD AND ROTHERHAM RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	3d Class. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	FARES CHARGED for each Passenger the whole Distance.		
								1st Class.	2d Class.	3d Class.
1838:	*d.*	*d.*	*d.*			£. s. d.		*s.* *d.*	*d.*	*d.*
November -	2.285	1.71375	1.1425	37,876	The whole line is 5¼ miles. Brightside intermediate station 2¼ miles, and Holmes intermediate station 4 miles, from Sheffield.	1,232 2 6	7.366*d.*, the greatest proportion of them being carried 5¼ miles for the said sum of 7⅓ *d.* each.	1 –	9	6
December -	—	—	—	44,299		1,346 17 9				
1839:										
January - -	—	—	—	27,936		869 1 –				
February -	—	—	—	27,606		825 18 9				
March - -	—	—	—	33,338		988 5 9				
April - -	—	—	—	34,121		1,011 8 6				
						6,273 14 3				

Average per mile 1.4 *d.*, received for each passenger collectively, having no regard to classes.

Railway Office, May 28.

Thomas Pearson, Secretary.

SOUTHAMPTON RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:						£. s. d.	*s.* *d.*	Average, both Classes together.	
May - -	- -	- -	- -	16,602½	194,254	1,671 2 10	2 –	*d.* 2 1/17	
June - -	- -	- -	- -	30,936½	397,808½	3,509 12 9	2 2¾	2 1/13	
July - -	- -	- -	- -	39,863	544,798	5,053 9 2	2 4¾	2 1/9	
August - -	- -	- -	- -	31,892	423,248½	3,887 19 6½	2 3¾	2 1/11	
September -	- -	- -	- -	27,597½	395,714	3,678 19 11½	2 6¼	2 1/9	
October - -	- -	- -	- -	31,538	618,709½	6,315 3 9½	3 6¼	2 1/6	
November -	- -	- -	- -	16,897½	353,420½	4,149 7 6	3 10¼	2 1/5	
December -	- -	- -	- -	20,845	463,188	5,534 17 7	4 1½	2 1/4	
1839:									
January - -	- -	- -	- -	15,935	352,215	4,057 14 4½	4 1½	2 1/4	
February -	- -	- -	-	17,841	383,045½	4,379 9 11½	3 10¾	2 1/5	
March - -	- -	- -	- -	23,289	469,338½	5,641 6 1¼	3 7¾	2 1/6	
April - -	- -	- -	- -	28,959½	583,351½	6,470 8 9½	3 7½	2 1/7	

From 21 May to 20 Sept. only open to Woking - - - - 23 Miles.
From 21 Sept. to 30 April, only open to Winchfield - - - 38 Miles.

In addition to the above amount received there are the following sums due; viz.

For goods carried but not paid for - - - - - £. 1,124 7 7
For the conveyance of mail-coaches - - - - - - 842 13 4

STANHOPE AND TYNE RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:	*d.*	*d.*				£. s. d.	*d.*	*d.*	*d.*
January	1 1/2	1 1/4	none	1,034	8,117	42 15 –	9.64	1 1/2	1 1/4
February	1 3/4	1	—	839	6,546	34 11 9	9.54	1 3/4	1
March	1 3/4	1 1/4	—	1,161	9,562	50 3 6	9.92	1 3/4	1 1/4
April	2	1 1/2	—	1,214	9,541	50 18 3	9.81	2	1 1/2
May	2	1 1/4	—	1,530	11,935	63 2 9	9.64	2	1 1/4
June	2	1 1/4	—	1,814	14,408	77 9 6	9.90	2	1 1/4
July	1 3/4	1 1/4	—	2,237	17,103	91 5 10	9.62	1 3/4	1 1/4
August	1 3/4	1 1/4	—	2,024	15,410	83 2 9	9.66	1 3/4	1 1/4
September	1 3/4	1 1/4	—	1,830	13,944	74 13 –	9.58	1 3/4	1 1/4
October	1 3/4	1	—	1,522	11,676	61 17 3	9.47	1 3/4	1
November	1 3/4	1 1/4	—	1,115	8,723	45 19 1	9.58	1 3/4	1 1/4
December	- - -	1 1/4	—	1,170	9,493	49 18 –	9.84	1 3/4	1 1/4
				17,490	136,458	725 16 9			
1839:									
January	1 3/4	1 1/4	—	1,034	8,049	42 6 3	9.60	1 3/4	1 1/4
February	1 1/2	1 1/4	—	924	7,133	37 16 9	9.52	1 1/2	1 1/4
March	1 3/4	1 1/4	—	1,078	8,379	43 18 11	9.56	1 3/4	1 1/4
April	1 3/4	1	—	1,292	9,702	53 5 –	9.44	1 3/4	1
				4,325	33,263	177 6 11			
		TOTAL - - -		21,815	169,721	903 3 8			

N. B.—This Railroad is a private undertaking, not made under the powers of any Act of Parliament, and, being formed for the conveyance of coals, passengers are allowed to be conveyed as a matter of convenience to the public, and not as profit to the Company.

STOCKTON AND DARLINGTON RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received, including Parcels, Carriages, Horses, &c.	Average Receipt of each Passenger, deducting Amount received for Parcels, Carriages, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:						£. s. d.	*d.*	*d.*	
January	- inside,	- inside,	outside,	10,943	71,352 1/2	421 10 7	9 1/10	1 2/5	
February	2 *d.*	1 1/2 *d.*	1/2 *d.*	9,901	63,060	359 9 8	8 1/2	1 1/3	
March	outside,	outside,	- -	11,784	72,467	492 2 –	9 3/4	1 3/5	
April	1 1/2 *d.*	1 *d.*	- -	18,059	112,551 1/4	547 14 6	7 1/6	1 1/6	
May	- - -	- - -	- - -	20,345	117,077 1/4	656 5 1	7 3/5	1 1/5	
June	- - -	- - -	- - -	19,412	114,024 1/2	667 12 8	8 1/5	1 3/8	
July	- - -	- - -	- - -	24,902	145,576	680 18 1	6 1/2	1 1/9	
August	- - -	- - -	- - -	27,815	153,676 1/2	816 13 2	7	1 1/4	
September	- - -	- - -	- - -	21,005	122,054 1/4	720 1 9	8 1/10	1 2/5	
October	- - -	- - -	- - -	24,709	138,158 3/4	657 19 6	6 1/3	1 1/8	
November	- - -	- - -	- - -	19,123	106,936 3/4	607 2 2	7 1/2	1 1/3	
December	- - -	- - -	- - -	20,948	117,508	552 19 11	6 1/4	1 1/9	
1839:									
January	- - -	- - -	- - -	15,245	88,167	541 3 2	8 2/5	1 5/11	
February	- - -	- - -	- - -	19,888	112,728	525 13 –	6 1/2	1 1/10	
March	- - -	- - -	- - -	18,228	100,194 1/2	555 9 7	7 1/5	1 3/10	
April	- - -	- - -	- - -	24,423	136,310 1/4	649 15 –	6 3/10	1 1/8	

Darlington, 17 June 1839.

Samuel Barnard, Secretary.

STRATFORD AND MORETON RAILWAY.

Stratford and Moreton Railway Office,
Stratford-on-Avon, 21 May 1839.

My Lord,

I BEG leave herewith to hand your Lordship the Return sent by the Committee of Railway Communication, with the columns filled up as far as we have the means of doing so; and to explain the deficiency, I beg to inform your Lordship, that this railway was made for the conveyance of coal one way, and corn back again; that the waggons are drawn by horses; the road is open to the public on payment of tolls, or mileage tonnage, and the Company are not carriers on their own account. Some of the waggons have a licence from the Company to carry passengers, for which they pay 1 *l.* per month, and I believe they generally receive about 1 *d.* per mile, per passenger, for conveyance.

I have, &c.

The Right hon. Lord Seymour.

(signed) *John W. Kirshaw.*

DATE.	Total Passengers.	Miles Travelled.	DATE.	Total Passengers.	Miles Travelled.
1838:			1838:		
January - -	397	3,425	October - -	517	3,880
February - -	348	2,978	November - -	971	8,290
March - - -	247	2,256	December - -	430	3,739
April - - -	364	3,272			
May - - -	533	4,413	1839:		
June - - -	565	4,855	January - -	524	4,087
July - - -	458	4,189	February - -	421	3,593
August - - -	561	4,862	March - - -	468	3,500
September - -	436	3,555	April - - -	397	3,081

WISHAW AND COLTNESS RAILWAY.

DATE.	1st Class. Average Fare per Mile.	2d Class. Average Fare per Mile.	2d Open. Average Fare per Mile.	Total Passengers.	Miles Travelled.	Gross Amount Received.	Average Receipt of each Passenger, &c.	AVERAGE FARE per Mile of each Passenger.	
								1st Class.	2d Class.
1838:			*d.*		*m. f. yds.*	£. *s.* *d.*	*d.*		
January -	- -	- -	1.483	499	1,580 5 80	9 15 4	4.697		
February -	- -	- -	1.451	323	1,102 3 0	6 13 4	4.953		
March -	- -	- -	1.455	525	1,775 7 0	10 15 4	4.921		
April - -	- -	- -	1.478	521	1,662 3 180	10 5 –	5.873		
May - -	- -	- -	1.438	605	2,132 7 20	12 15 8	5.071		
June - -	- -	- -	1.421	629	2,321 1 90	13 14 10	5.265		
July - -	- -	- -	1.441	772	2,703 4 120	16 4 8	5.046		
August - -	- -	- -	1.565	679	2,247 0 70	13 14 2	4.845		
September -	- -	- -	1.464	639	2,116 3 50	12 18 2	4.848		
October -	none	none	1.451	476	1,628 3 19	9 16 10	4.962	none	none.
November -	- -	- -	1.431	400	1,434 5 50	8 11 2	5.135		
December -	- -	- -	1.442	415	1,449 1 90	8 14 2	5.035		
1839:									
January - -	- -	- -	1.425	479	1,745 1 0	10 7 4	5.194		
February -	- -	- -	1.428	365	1,347 1 50	7 19 6	5.243		
March - -	- -	- -	1.427	443	1,609 1 80	9 11 4	5.182		
April - -	- -	- -	1.418	426	1,583 7 50	9 7 2	5.272		

It is uncertain when the whole of the Railway will be opened; but in not less than three years.

Glasgow, 10 June 1839.

James Mitchell, Clerk.

Appendix, No. 21.

Appendix, No. 21.

Returns from the Dundee and Newtyle Railway Company.

RETURN showing the Amount of Maximum Fares leviable on each Class of Passengers on the *Dundee and Newtyle* Railway, under the authority of any Act of Parliament empowering the Company to levy the same.

By 7 Geo. 4, c. 101, s. 60, the Company are empowered to establish carriages for the conveyance of passengers, and to demand and receive such rates for the conveyance of passengers therein, not exceeding 3 *d.* per mile* for each passenger carried in such carriage, as the said Company may think fit.

By 6 & 7 Gulielmi 4, c. 102, s. 11, the Company are empowered to charge for all passengers carried or conveyed up or down any of the inclined planes † on the said Railway, or part of such inclined planes, such sum or sums as the said Railway Company shall from time to time appoint, not exceeding 1 *s.* for each passenger so carried or conveyed, over and above the rate for such passengers authorized by the first recited Act.

* The length of the Railway is ten and a quarter miles.

† There are three inclined planes, each worked by a stationary engine.

RETURN showing the Amount of Fares directed to be paid by and levied on each Class of Passengers during the Year 1835.

Fares charged in 1835:	Whole distance.	Two-thirds.	One-third.
	s. *d.*	*s.* *d.*	*s.* *d.*
First Class - - - - -	1 6	1 –	– 9
Second Class - - - - -	1 –	– 9	– 6

RETURN showing the Amount of Fares directed to be paid by and levied on each Class of Passengers during the Years 1836 and 1837.

From 1 January to 31 July 1836:—	Whole distance.	Two-thirds.	One-third.
	s. *d.*	*s.* *d.*	*s.* *d.*
First Class - - - -	1 6	1 –	– 9
Second Class - - - -	1 –	– 9	– 6

From 1 August to 31 October 1836:—	Whole distance.	Three-fourths.	Two-fourths.	One-fourth.
	s. *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
Extra First Class - - -	1 8	1 6	1 3	1 –
First Class - - - -	1 6	1 3	1 –	– 9
Second Class - - - -	1 3	1 –	– 9	– 6
From 1 Nov. to 31 December 1836:—				
Extra First Class - - -	1 8	1 6	1 3	1 –
First Class - - - -	1 6	1 3	1 –	– 9
Second Class - - - -	1 3	1 –	– 9	– 6
Third Class - - - -	1 –	– 9	– 6	– 6

From 1 January to 13 May 1837 :—	Whole distance.	Three-fourths.	Two-fourths.	One-fourth.
	s. *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
Extra First Class - - -	1 8	1 6	1 3	1 –
First Class - - - -	1 6	1 3	1 –	– 9
Second Class - - - -	1 3	1 –	– 9	– 6
Third Class - - - -	1 –	– 9	– 6	– 6
From 15 May to 31 December 1837 :—				
Extra First Class (only one coach in each train.)	1 6	1 3	1 –	– 9
First Class (formerly Second Class)	1 3	1 –	– 9	– 6
Second Class (formerly Third Class)	1 –	– 9	– 6	– 6

RETURN showing the Number of Passengers conveyed along the said Railway during each Month of the Years 1835, 1836, and 1837.

	1835. Number of Passengers.	1836. Number of Passengers.	1837. Number of Passengers.
January - - -	3,172	3,352	2,401
February - - -	2,357	2,814	2,482
March - - -	3,024	3,738	3,414
April - - -	4,188	5,221	3,812
May - - -	4,986	5,919	4,998
June - - -	5,951	6,414	6,137
July - - -	7,538	6,564	6,945
August - - -	7,352	5,858	8,579
September - -	4,661	3,547	5,256
October - - -	4,723	2,781	4,725
November - -	3,345	2,728	4,098
December - -	3,011	2,364	3,462

RETURN showing the Gross Monthly Receipts for Passengers for the Years 1835, 1836, and 1837.

	1835.	1836.	1837.
	£. *s.* *d.*	£. *s.* *d.*	£. *s.* *d.*
January - - -	143 6 9	148 5 6	122 4 –
February - - -	105 8 6	119 19 6	122 15 4
March - - -	133 17 3	155 15 6	167 6 10
April - - -	183 15 –	218 15 3	189 19 4
May - - -	215 4 9	245 19 3	230 18 10
June - - -	251 8 3	267 7 6	276 13 9
July - - -	314 15 6	284 5 6	312 3 –
August - - -	312 12 6	340 2 7	389 8 3
September - -	200 1 3	200 3 4	236 12 3
October - - -	204 8 –	158 2 8	213 9 6
November - -	147 6 3	148 9 2	183 11 3
December - -	133 3 –	119 17 1	153 3 –

For the Dundee and Newtyle Railway Company,

Dundee and Newtyle Railway Office, Dundee, 7 June 1839.

Richard Baird, Manager.

LEEDS AND SELBY RAILWAY.

Sir, Leeds and Selby Railway Office, Leeds, 18 June 1839.

In compliance with your Order, dated the 31st day of May 1839, I beg to hand you the underwritten Statement.

I am, &c.

To the Chairman of the Select Committee on Railway Communication.

Peter Clarke, Superintendent.

DATE.	Amount of Fares levied on each Class of Passengers.							Number of Passengers Conveyed.			Gross Receipt for Passengers.		
	1835.		1836.		1837.			1835.	1836.	1837.	1835.	1836.	1837.
	1st Class.	2d Class.	1st Class.	2d Class.	1st Class.	2d Class.	3d Class.						
	s. d.	*s. d.*	*s. d.*	*s. d.*	*s. d.*	*s. d.*	*s. d.*				£. *s. d.*	£. *s. d.*	£. *s. d.*
January -	3 -	2 -	4 -	3 -	4 -	3 -	- -	4,395	4,597	4,468	523 4 6	714 3 7	681 4 9
February -	3 -	2 -	4 -	3 -	4 -	3 -	- -	4,489	3,729	4,322	520 2 6	562 14 1	691 16 9
March -	3 -	2 -	4 -	3 -	4 -	3 -	- -	5,338	4,759	5,715	629 2 6	740 7 -	878 11 -
April - -	3 -	2 -	4 -	3 -	4 -	3 -	- -	7,658	5,421	5,470	912 5 9	815 10 9	852 5 9
May - -	3 -	2 -	4 -	3 -	4 - to 22d 5 - to 31st	3 -	to 22d to 31st	7,190	7,499	7,702	846 18 7	1,148 3 2	1,330 4 9
June - -	3 -	2 -	4 -	3 -	5 -	4 -	- -	11,899	9,361	6,022	1,336 1 -	1,444 10 -	1,245 7 3
July - -	3 -	2 -	4 -	3 -	5 - to 24th 5 - 3 -	4 -	to 24th 3 -	14,189	11,724	7,247	1,629 17 10	1,770 15 -	1,444 4 6
August -	3 -	2 -	4 -	3 -	5 -	4 -	3 -	15,173	14,909	8,877	1,702 17 -	2,117 17 6	1,603 15 9
September -	3 -	2 -	4 -	3 -	5 -	4 -	3 -	12,639	9,953	6,698	1,456 15 -	1,461 11 9	1,193 19 -
October -	3 -	2 -	4 -	3 -	5 -	4 -	3 -	8,628	6,993	5,284	969 11 9	997 1 -	833 13 6
November -	3 -	2 -	4 -	3 -	4 -	3 -	- -	4,698	5,179	4,273	670 19 9	767 14 -	647 19 3
December -	3 -	2 -	4 -	3 -	4 -	3 -	- -	4,617	4,833	4,547	749 10 9	735 10 6	674 4 -

MANCHESTER, BOLTON, AND BURY RAILWAY.

Line between Manchester and Bolton.—Distance, 10 Miles.

By 1 & 2 Will. 4, c. 60, s. 137 & 138, this Company are empowered to levy the following maximum Fares:

Passengers in open waggons - - - - - 1 ½ *d.* per passenger per mile.
And additional - - - - - - - - 1 - - - ditto.

2 ½ *d.* per passenger per mile.

Passengers in covered carriages, per passenger per mile, 2 ½ *d.*; and additional for every passenger, such reasonable sum as the said Company may from time to time determine.

This Railway was opened on the 29th May 1838, and the following Fares were directed to be paid:

Passengers in covered carriages, 1st class - - - - - 2 *s.* 6 *d.* each.
Passengers in - ditto - 2d class - - - - - 2 *s.* ,,

On the 13th June following, open waggons were put on the line, and the following Fares directed to be paid:

Passengers in covered carriages, 1st class - - - - - 2 *s.* 6 *d.* each.
Passengers in - ditto - 2d class - - - - - 2 *s.* ,,
Passengers in open waggons - - - - - - - - 1 *s.* ,,

* On the 12th July, the following Fares were directed to be paid in lieu of the above:

Passengers in covered carriages, 1st class - - - - - 2 *s.* each.
Passengers in - ditto - 2d class - - - - - 1 *s.* 6 *d.* ,,
Passengers in open waggons - - - - - - - - 1 *s.* ,,

† On the 1st December, the open waggons were taken off the line, and the following alterations in the Fares made:

Passengers in 1st class carriages - - - - - - - 2 *s.* 6 *d.* each.
Passengers in 2d class ditto - - - - - - - 1 *s.* 6 *d.* ,,

Number of Passengers per week, for Six Weeks immediately preceding, and Six Weeks immediately subsequent to, the 12th July last; together with the Gross Weekly Amount received for the conveyance of Passengers for such periods.

	Number of Passengers.	Gross Weekly Amount received. £. s. d.
1st Week - -	2,320	248 19 6
2d — - -	4,043	336 9 –
3d — - -	4,267	308 – 3
4th — - -	4,688 ½	308 4 3
5th — - -	5,819 ½	359 8 9
6th — - -	5,441	350 5 –
TOTAL - -	26,579	1,911 6 9
* 12th July 1838:		
1st Week - -	5,711 ½	352 11 6
2d — - -	5,589 ½	339 12 9
3d — - -	5,943 ½	358 6 3
4th — - -	5,608	348 5 –
5th — - -	6,171	366 11 –
6th — - -	6,104 ½	364 1 3
TOTAL - -	35,128	2,129 7 9

Number of Passengers per week, for Six Weeks immediately preceding, and Six Weeks immediately subsequent to, the 1st December last; together with the Gross Weekly Amount received for the conveyance of Passengers for such periods.

	Number of Passengers.	Gross Weekly Amount received. £. s. d.
1st Week - -	6,645 ½	406 2 6
2d — - -	5,069 ½	326 6 9
3d — - -	5,041 ½	316 7 6
4th — - -	5,190 ½	325 6 –
5th — - -	4,930	313 15 9
6th — - -	4,558	295 2 –
TOTAL - -	31,435	1,983 – 6
† 1st December 1838:		
1st Week - -	4,298	354 18 9
2d — - -	3,450 ½	296 11 3
3d — - -	3,292 ½	285 13 9
4th — - -	3,645	312 7 6
5th — - -	5,057 ½	413 1 9
6th — - -	4,208	367 3 6
TOTAL - -	23,951 ½	2,029 16 6

Salford, 20 June 1839. *Jas. Ritson*, Treasurer.

Appendix, No. 22.

MILEAGE DUTY.

Appendix, No. 22.

Mileage Duties not compounded for.

AN ACCOUNT showing the AMOUNT of MILEAGE DUTY received from RAILWAYS in *England*, which have not Compounded for the Duties, during the last Three Years, ended 5th January 1839; showing also the Length of the Road, and the Number of Miles travelled by each during the Year.

—	NAMES of Railway Companies.	Length of Railway.	PERIOD. From	PERIOD. To	Amount of Mileage Duty Paid per Annum. £. s. d.	Aggregate Number of Miles Travelled during the Year.
		Miles.				
1	Birmingham, Liverpool, and Manchester (Grand Junction.)	97	4 July 1837	Jan. 1838	5,005 11 7	9,610,712 ‡
			Jan. 1838	Jan. 1839	12,026 18 3	23,091,672
				£.	17,032 9 10	32,702,384
2	Clarence - -	16	Jan. 1836	Jan. 1837	89 9 11	171,832
			– 1837	– 1838	99 6 6	190,704
			– 1838	– 1839	66 17 1	128,360
				£.	255 13 6	490,896
3	Great Western	22	4 June 1838	Jan. 1839	2,229 10 1	4,280,648 §

‡ This railway was opened 4 July 1837.

§ This railway was opened 4 June 1838.

(*continued*)

Appendix, No. 22.

Mileage Duties not compounded for.

—	NAMES of Railway Companies.	Length of Railway.	PERIOD. From	PERIOD. To	Amount of Mileage Duty Paid per Annum.	Aggregate Number of Miles Travelled during the Year.
		Miles.			£. s. d.	
4	Liverpool and Manchester.	30 ½	Jan. 1836	Jan. 1837	7,485 4 3	14,371,608
			– 1837	– 1838	7,170 18 8	13,768,192
			– 1838	– 1839	6,740 19 9 ½	12,942,700
				£.	21,397 2 8 ½	41,082,500
5	Leeds and Selby -	20	Jan. 1836	Jan. 1837	900 – 8	1,728,064
			– 1837	– 1838	737 9 1	1,415,912
			– 1838	– 1839	798 10 11	1,533,208
				£.	2,436 – 8	4,677,184
6	London and Birmingham.	111	July 1837	Jan. 1838	1,282 16 1	2,462,984 *
			Jan. 1838	– 1839	9,712 16 –	18,648,576
				£.	10,995 12 1	21,111,560
7	Manchester, Bolton, and Bury.	10	June 1838	Jan. 1839	954 10 –	1,832,640 †
8	Southampton and London.	38	May 1838	Jan. 1839	1,524 19 3	2,927,928 ‡

* This railway was opened in July 1837. † This railway was opened in June 1838.

‡ This railway was opened in May 1838.

Comptroller's Department, Stage-carriage Duties, 24 June 1839.

J. Greenstreet, C. S. C. D.

Appendix, No. 23.

AN ACCOUNT showing the Amount of COMPOSITION paid by each RAILWAY COMPANY in *England*, which has been allowed to compound for the Duties, during the last Year of Composition; showing also the Amount of Duty which would have been payable during that period if no Composition had been entered into; also the Length of the Road, and the Number of Miles travelled during such Year.

—	NAMES of RAILWAY COMPANIES.	Length of Railway.	Composition in Lieu of Mileage Duty. PERIOD. From	PERIOD. To	Amount of Composition.	Amount of Mileage Duty per Statute Payable if not Compounded for.	Aggregate Number of Miles Travelled during the Year.
		Miles.			£. s. d.	£. s. d.	
1	Bolton and Leigh - -	10	Oct. 1837	Oct. 1838	220 – –	343 11 2	659,632
2	Bodmin and Wadebridge -	12	– 1838	April 1839	5 – –	4 15 4 ½	9,156
3	Canterbury and Whitstable	6	– 1837	Oct. 1838	50 – –	46 4 9	88,776
4	Durham and Sunderland -	13 ½	– –	– –	60 – –	233 1 7	447,512
5	Gascoyne's (Private) -	4,895 yds.	Feb. 1838	qəJ. 1839	2 – –	1 3 11 ½	2,300
6	Hereford and Monmouth Cap.	12 m.	Jan. –	Jan. –	1 – –	*26 10 4	50,912

* Amount of fares received from passengers.

—	NAMES of RAILWAY COMPANIES.	Length of Railway.	Composition in Lieu of Mileage Duty. PERIOD. From.	To	Amount of Composition.	Amount of Mileage Duty per Statute Payable if not Compounded for.	Aggregate Number of Miles Travelled during the Year.
		Miles.			£. s. d.	£. s. d.	
7	Hartleyburn and Brampton	14 ½	July 1837	July 1838	5 – –	14 18 4	28,640
8	Leicester and Swannington	14	– –	– –	80 – –	108 – 7	207,416
9	London and Greenwich -	3 ⅛	April 1838	April 1839	2,000 – –	2,201 – 5	4,225,960
10	Newcastle and Carlisle -	47	July 1837	July 1838	1,000 – –	1,661 7 6	3,189,840
11	North Union (Wigan and Preston.)	22	Oct. 1836	April 1837	150 – –	229 – 8	439,744
12	St. Helen's and Runcorn Gap.	5 ¾	– 1837	Oct. 1838	25 – –	32 8 7	62,264
13	Stanhope and Tyne -	11	– –	– –	25 – –	68 8 1	131,336
14	Stockton and Darlington -	26 ¾	– 1836	– 1837	350 – –	528 19 2	1,015,600
15	Stratford and Moreton -	16	– 1835	– 1836	5 – –	27 2 2	52,048
16	Sheffield and Rotherham -	5 ¼	Nov. 1838	April 1839	208 6 8	459 1 6 11	882,904
17	Whitby and Pickering -	17	Jan. –	Jan. –	25 – –	135 2 1	259,400
18	Warrington and Newton -	4 ½	Oct. 1836	June 1837	75 – –	113 2 9	217,224

Comptroller's Department, Stage-carriage Duties, 25 June 1839.

J. Greenstreet, C. S. C. D.

Appendix, No. 24.

Appendix, No. 24.

Composition in lieu of Mileage Duty.

AN ACCOUNT showing the Total Amount of COMPOSITION paid by Railway Companies in *England*; also, the Amount of Mileage Duty for Passengers conveyed (according to the Statute), which would have been payable had no Composition been entered into.

PERIOD INCLUSIVE From	To	Amount of Composition Paid in lieu of Mileage Duty.	Amount of Mileage Duty which would have been Payable if not Compounded for.
		£. s. d.	£. s. d.
Oct. 1832 - -	April 1839 -	7,458 8 4	17,526 10 11

Comptroller's Department, Stage-carriage Duties, 26 June 1839.

J. Greenstreet, C. S. C. D.

Appendix, No. 25.

Appendix, No. 25.

Mileage Duty, Scotland, not Compounded for.

AN ACCOUNT showing the Amount of Mileage Duty received from Railroads in *Scotland*, not under Composition, during the last Three Years, ended 5th January 1839.

—	Length of Railroad.	Aggregate Number of Miles Travelled.	Amount of Duty.
	Miles.		£. s. d.
Charlestown and Dunfermline -	- - -	165,568	86 4 8

Stamps and Taxes, Edinburgh, 22 June 1839.

Thomas Pender.

Appendix, No. 26.

AN ACCOUNT showing the Amount of Composition paid by each Railway Company in *Scotland*, which has been allowed to Compound for the Duties, during the last Year of Composition; showing also the Amount of Duty which would have been payable during that period if no Composition had been entered into; also, the Length of the Road, and the Number of Miles travelled during the Year.

—	Names of Railway Companies.	Length of Railway.	Composition in lieu of Mileage Duties. Period From	Period To	Amount of Composition per Annum.	Amount of Mileage Duty, per Statute Payable if not Compounded for.	Aggregate Number of Miles Travelled during the Year.
		Miles.			£. s. d.	£. s. d.	
1	Edinburgh and Dalkeith	7	Oct. 1837	Oct. 1838	250 – –	910 12 1	1,784,360
2	- Ditto (Leith Branch)	3 ¾	May 1838	May 1839	40 – –	81 16 –	157,056
3	Garnkirk and Glasgow	11	Oct. 1837	Oct. 1838	150 – –	598 5 7	1,148,696
4	Ardrossan and Johnstone	6	— –	— –	20 – –	69 4 5	132,904
5	Kilmarnock and Troon	9	— –	— –	30 – –	33 5 9	63,912
6	Wishaw and Coltness	6 ¼	— –	— –	5 – –	12 – –	23,040
7	Monkland and Kirkintilloch	8 ½	— –	— –	5 – –	3 1 9	5,928
8	Ballochney	-	— –	— –	5 – –	Nil.	(*)
9	Dundee and Newtyle	10 ¼	April 1837	April 1838	60 – –	257 3 3	493,752
10	Paisley and Renfrew	3	– 1838	— –	80 – –	213 3 6	409,296
11	Newtyle and Cupar Angus	5 ¼	Mar. 1838	Mar. 1839	20 – –	62 16 5	120,616
12	Dundee and Arbroath	14 ½	Oct. 1838	May 1839	29 3 4	216 9 5	415,624†
13	Arbroath and Forfar	15	Jan. 1838	Jan. 1839	10 – –	138 – 4	264,992

(*) No passenger trade.

† Seven months only.

Comptroller's Department, Stage-carriage Duties,
25 June 1839.

Appendix, No. 27.

AN ACCOUNT showing the Total Amount of Composition paid by Railway Companies in *Scotland*; also the Amount of Mileage Duty for Passengers conveyed (according to the Statute) which would have been payable had no Composition been entered into.

Period Inclusive From	Period Inclusive To	Amount of Composition Paid in lieu of Mileage Duty.	Amount of Mileage Duty which would have been Payable if not Compounded for.
		£. s. d.	£. s. d.
October 1832	April 1839	1,882 18 4	10,562 15 4 ½

Comptroller's Department, Stage-carriage Duties,
26 June 1839.

Appendix, No. 28.

Letter from G. C. Legh, Esq. to J. Loch, Esq. M. P.

LETTER from *G. Cornwall Legh*, Esq. to *James Loch*, Esq. M.P., on the Danger from Sparks or Cinders issuing from Locomotive Engines.

My dear Sir, High Legh, 3 July 1839.

In consequence of the conversation I had with you before I left London, in which I consulted you in regard to a serious inconvenience of which my tenants on the line of the Manchester and Liverpool Railway have complained to me, arising, as they can prove by several witnesses, from the sparks which issue from the locomotive engines, I have made a fuller inquiry, and find that the facts as reported to me are exactly as I mentioned to you, and such as, I conceive, are not unworthy of attention.

It appears that as the locomotive engines pass along the railroad which crosses Chat Moss, sparks and small cinders, emitted from the chimnies, are carried often to a considerable distance; these ignited particles falling upon the moss, during dry weather rendered particularly inflammable, set it on fire; by this means much damage is frequently done, by the destruction of heaths, of young trees, many of which have been burnt, of the nests of game, &c.; this evil has been repeated at least a dozen times this year. In general a sort of wirework guard is affixed to the chimnies, to prevent the emission of sparks, &c., and this precaution is for the most part effectual, but it frequently happens that these guards are out of repair, or from other causes ineffective, and thus free egress is permitted to the ignited particles. The tenants in the immediate neighbourhood of the railway, both upon my property, and upon that of Lord Francis Egerton, have been put to expense and inconvenience in providing men to prevent the fire from advancing from the moss upon the crops adjoining; and it appears to me that some means should be adopted to protect them from such injury, and to give the landowners more definite protection than an action at law, as at present, would afford. The proprietors of the railway are probably aware of the existence of this evil, because, in one of the instances which have come to my knowledge, I am told that upon the moss being set on fire by some sparks emitted from an engine passing by, their own men, who happened to be working on the railroad at the time, immediately ran, very properly, to put the fire out, which they succeeded in doing; I mention this to show also how quick the effect is produced; and indeed that such would be the case will be readily conceived by you or any gentleman who is practically acquainted with the inflammable, I may say tinder-like, nature of moss land when very dry from a long drought.

The coals which fall from the tenders do not affect the property adjoining the railway, as, for the most part, they fall upon the railroad itself, and are prevented from rolling upon the land adjoining by the bank which is usually made for that purpose, and if they do by chance fall over this bank, they do not get further than the ditch which is generally cut at the foot of it. I am not, therefore, aware of any injury caused by the hot coals falling from the engines.

I have thus endeavoured to state to you the facts of the case to which I referred when I had the pleasure of seeing you in London, and have only to beg that you will make what use you think best of my letter, and I shall be most glad, if you think that any remedy can be applied, which, without being detrimental to the interests of the Railway Company, will at the same time protect the interests of the adjoining tenantry.

I have, &c.

(signed) *G. Cornwall Legh.*

Letter from J. Ramshay, Esq. to J. Loch. Esq. M. P.

LETTER from *John Ramshay*, Esq., to *James Loch*, Esq. M.P., on the Danger from Sparks or Cinders issuing from Locomotive Engines.

Dear Sir, Naworth Castle, 19 July 1839.

As you are one of the Members of the Railway Committee now sitting, I beg to call your attention to the risk and injury which Lord Carlisle's plantations are likely to sustain from the fires of the locomotive engines, as they travel along the Newcastle and Carlisle Railway; I should state to you that, in the formation of this railway, it was necessary to excavate a considerable quantity of peat moss in one of his Lordship's plantations, through which the line passes. The moss was laid, for a considerable distance, on each side of the railway, and in dry weather, particularly in the spring, when the dry easterly winds prevail, the plantations are in the daily risk of being burnt down; the hot cinders, as they fly from the engines, fall upon the dry moss, and it instantly takes fire. The first occasion was in the spring of last year, and it was with considerable difficulty that the fire was got under. Since then, the traffic along the line has considerably increased, and the fires, from the greater number of engines that are now in use, much more frequent. Lord Carlisle has about 300 acres of plantations close adjoining the railway; the whole of this would suffer, and probably would be destroyed, if a conflagration should unfortunately take place. I might also mention that, upon one or two occasions this year, the plantations have been on fire from the cinders falling amongst the long dry grass, which ignites as quickly as the moss I have already described. Trusting that this may be the means, through you, of drawing the attention of the Committee to this very important subject,

I am, &c.

(signed) *John Ramshay.*

Appendix, No. 29.

Appendix, No. 29.

Chronological Table of Railway Acts.

CHRONOLOGICAL TABLE OF RAILWAY ACTS
(LOCAL AND PERSONAL),
1801—1838.

Notes.—The Original Acts are arranged in the order in which they passed, and are followed immediately by Amending Acts.

From 1815 to 1838, the Local and Personal Acts are distinguished by Chapters printed thus "lx. &c."

1801. Wandsworth:

From Wandsworth to Croydon, with a Branch to Carshalton, 41 Geo. III. c. 33.

1805.——To enable the Proprietors of the Surrey Iron Railway to raise further Money, 45 Geo. III. c. 5.

1806.——To enable the Surrey Iron Railway to complete the same, 46 Geo. III. c. 94.

1802. Trent and Mersey Canal:

To make Railways, and alter the Course of the Railway from Froghall to Caldon, 42 Geo. III. c. 25.

1802. Monmouthshire Canal Navigation:

To make and maintain certain Railways to communicate with the Canal Navigation, 42 Geo. III. c. 115.

1802. Llanelly to Llanfihangel-Aberbythick:

From the Flats, in the Parish of Llanelly, to the Castell-y-Garreg Lime Rocks, 42 Geo. III. c. 80.

1834.——To enable the Carmarthenshire Railway Company to raise further Money, and to amend Act, 4 & 5 Will. IV. c. lxx.

1803. Croydon:

From Pitlake Meadow, Croydon, to Reigate, with a collateral Branch from Merstham to Godstone Green, 43 Geo. III. c. 35.

1806.——To complete, 46 Geo. III. c. 93.

1804. Ellesmere:

From Ruabon Brook to the Ellesmere Canal at Pont-cy-sylltee, in the Parish of Llangollen, 44 Geo. III. c. 54.

1804. Swansea:

From Swansea to Oystermouth, 44 Geo. III. c. 55.

1805. Peak Forest Canal (Derby):

To provide for discharge of Debts and complete Cuts, Railways and other Works, 45 Geo. III. c. 12.

1808. Barnsley Canal:

To amend Act, and maintain the Canal and certain Railroads to communicate therewith, 48 Geo. III. c. 13.

1808. Kilmarnock

1808. Kilmarnock and Troon:
From Kilmarnock to Troon, in the County of Ayr, 48 Geo. III. c. 46.
1837.——To enable the Kilmarnock and Troon Railway Company to raise further Money, and to alter and amend Line, 7 Will. IV. and 1 Vict. c. cv.

1809. Cheltenham:
From the Quay, in the City of Gloucester, to Knapp Toll Gate, with a collateral Branch to Leckhampton Hill, 49 Geo. III. c. 23.
1815.——To raise further Money, 55 Geo. III. c. xli.

1809. Bullo Pill, Forest of Dean:
From the Summit of the Hill above Churchway Engine to Cinderford Bridge, 49 Geo. III. c. 158.

1809. Lidbrook and Lydney:
From Lidbrook, in the Parish of Ruardean, to the Lower Forge, in the Parish of Lydney, Gloucestershire, 49 Geo. III. c. 159.
1810.——To alter and amend Act, 50 Geo. III. c. 215.
1811.——To enable the Severn and Wye Railway Company to raise further Money, and extend powers of Act, 51 Geo. III. c. 193.
1814.——To raise further Money, 54 Geo. III. c. 42.
1822.——To amend Act, 3 Geo. IV. c. lxxv.

1810. Dean Forest:
From Howler Slade, in the County of Gloucester, to Monmouth, 50 Geo. III. c. 123.

1811. Penclawdd:
From the River Burry, at Penclawdd, to Loughor, in the County of Glamorgan, 51 Geo. III. c. 106.

1811. Brecon:
From the Wharf of the Brecknock and Abergavenny Canal, in the Parish of St. John the Evangelist, to Parton Cross, in the County of Hereford, 51 Geo. III. c. 122.
1812.——To enable the Hay and Brecon Railway Company to amend, vary and extend, 52 Geo. III. c. 106.

1811. Brecknock and Abergavenny:
From Llanwenarth to Llanvihangel Crucorney, in the County of Monmouth, 51 Geo. III. c. 123.

1811. Berwick-upon-Tweed:
From Spittal, in the County of Durham, to Kelso, in the County of Roxburgh, 51 Geo. III. c. 133.

1812. Medway (Weald of Kent):
To make Railways from the said intended Canal, 52 Geo. III. c. 70.

1812. Llanfihangel Crucorney:
From the end of the Llanfihangel Railway to the Twelfth Mile-stone on the Road leading from Abergavenny to the City of Hereford, 52 Geo. III. c. 107.

1812. Llanfihangel Esceifiog:
From Penrhynmaur to Red Wharf, in the Parish of Llanbedrgoch, in the County of Anglesey, 52 Geo. III. c. 142.

1812. Kidwelly:
For making Tram-roads in Kidwelly and Llanelly, and other Parishes in the County of Carmarthen, 52 Geo. III. c. 173.
1818.——To explain and amend Act, 58 Geo. III. c. lxxv.

 1814. Mamhilad:

Appendix, No. 29.

Chronological Table of Railway Acts.

1814. Mamhilad:

From Mamhilad to Usk Bridge, in the County of Monmouth, 54 Geo. III. c. 101.

1816. Peak Forest:

From Peak Forest to Beard, and from Peak Forest to Woodlands, in the County of Derby, 56 Geo. III. c. xxix.

1817. Mansfield:

From Bull's Head Inn, Mansfield, Notts, to communicate with the Cromford Canal at Pinxton, in the County of Derby, 57 Geo. III. c. xxxvii.

1818. Eardisley:

From the Hay Railway, near Eardisley, in the County of Hereford, to the Lime-works near Burlinjob, in the County of Radnor, 58 Geo. III. c. lxiii.

1819. Leeds and Liverpool Canal:

To make a Railway from Hennis Bridge, near Wigan, to Leigh in Lancashire, 59 Geo. III. c. cv.

1819. Dartmoor:

From Crabtree, in the Parish of Egg Buckland, to the Prison of War on Dartmoor Forest, 59 Geo. III. c. cxv.

1820. Plymouth and Dartmoor:

From Crabtree to Cat Down and Sutton Pool, in the County of Devon, 1 Geo. IV. c. liv.

1821.——To vary and amend, 1 & 2 Geo. IV. c. cxxv.

1821. Stratford-upon-Avon to Moreton-in-Marsh:

From Stratford-upon-Avon, in the County of Warwick, to Moreton-in-Marsh, in the County of Gloucester, with a Branch to Shipston-upon-Stour, in the County of Worcester, 1 & 2 Geo. IV. c. lxiii.

1825.——To amend Act and make further provision, 6 Geo. IV. c. clxviii.

1833.——To make a new Branch, 3 & 4 Will. IV. c. lxx.

1821. Stockton and Darlington:

From the River Tees at Stockton to Witton Park Colliery, 1 & 2 Geo. IV. c. xliv.

1823.—To vary and alter 4 Geo. IV. c. xxxiii.

1824.—To relinquish one Branch and to make another, and raise further Money, 5 Geo. IV. c. xlviii.

1828.—To make a Branch and amend and enlarge Powers, 9 Geo. IV. c. lx.

1824. Monkland and Kirkintilloch:

From Palace Craig, in the County of Lanark, to the Forth and Clyde Canal near Kirkintilloch, in the County of Dumbarton, 5 Geo. IV. c. xlix.

1833.—To make additional Branches, and alter, amend and enlarge Powers, 3 & 4 Will. IV. c. cxiv.

1824. Redruth:

From Redruth to Point Quay in the Parish of Feock, in the County of Cornwall, 5 Geo. IV. c. cxxi.

1825. Bolton and Leigh:

From the Manchester, Bolton and Bury Canal at Bolton, to the Leeds and Liverpool Canal, in the Parish of Leigh, in the County of Lancaster, 6 Geo. IV. c. xviii.

1828.——To amend and enlarge Powers, 9 Geo. IV. c. viii.

1831.——To amend and enlarge, 1 & 2 Will. IV. c. xi.

1836.——To amend and enlarge the several Acts, 6 & 7 Will. IV. c. liii.

1825. Cromford to Peak Forest Canal:

From Cromford, in the County of Derby, to Whaley, in the County of Chester, 6 Geo. IV. c. xxx.

1825. Rumney Iron Works to Sirhowy Railway:

From Abertyswg, in the Parish of Bedwelty, to Pye Corner, in the Parish of Bassaleg, in the County of Monmouth, 6 Geo. IV. c. lxii.

1825. Llanllyfin

1825. Llanllyfin and Carnarvon:
From Gloddfarlon Slate Quarry, in the Parish of Llandrog, to the Port of Carnarvon, 6 Geo. IV. c. lxiii.
1827.——To enable the Nantlee Railway Company to raise further Money, 7 & 8 Geo. IV. c. iii.
1828.——For extending time, 9 Geo. IV. c. lxii.

1825. Duffryn Llynvi to Pwll Cawl:
From Duffryn Llynvi, in the Parish of Llangonoyd, to Pwll Cawl Bay, in the County of Glamorgan, 6 Geo. IV. c. civ.
1829.——To alter and enlarge Powers, 10 Geo. IV. c. xxxviii.

1825. Canterbury and Whitstable:
From the Sea-shore near Whitstable to or near the City of Canterbury, in the County of Kent, 6 Geo. IV. c. cxx.
1827.——To vary Line, and raise further Money, 7 & 8 Geo. IV. c. xi.
1828.——To raise further Money, and enlarge and amend Act, 9 Geo. IV. c. xxix.
1835.——To enlarge and amend Powers, and to raise further Money, 5 & 6 Will. IV. c. lxxxii.

1825. Portland Island:
In the Parish of Saint George, in the Island of Portland, 6 Geo. IV. c. cxxi.

1825. West Lothian:
From Ryal, in the Parish of Uphall, to Whitburn and other Places, in the Counties of Linlithgow and Lanark, 6 Geo. IV. c. clxix.

1826. Heckbridge and Wentbridge:
From Heckbridge to Wentbridge, in the Parish of Kirk Smeaton, in the West Riding of York, 7 Geo. IV. c. xlvi.
1827.——To amend and enlarge Powers, 7 & 8 Geo. IV. c. xx.

1826. Forest of Dean:
From Cinderford Bridge to Bullo Pill, in the County of Gloucester, 7 Geo. IV. c. xlvii.

1826. Ballochney:
From Arbuckle and Ballochney to Kipps or Kippbyres, in the County of Lanark, 7 Geo. IV. c. xlviii.
1835.——To extend Line and enlarge Powers, 5 & 6 Will. IV. c. xcvii.

1826. Liverpool and Manchester:
From Liverpool to Manchester, in the County of Lancaster, 7 Geo. IV. c. xlix.
1827.——To amend and enlarge Powers, 7 & 8 Geo. IV. c. xxi.
1828.——To alter Line and enlarge Powers, 9 Geo. IV. c. vii.
1829.——To alter Line and amend and enlarge Powers, 10 Geo. IV c. xxxv.
1830–1.——To amend and enlarge Powers, 1 Will. IV. c. li.
1832.——To make a Branch, and amend and enlarge Powers, 2 & 3 Will. IV. c. xlvi.
1837.——To raise more Money, and amend and enlarge Powers, 7 Will. IV. and 1 Vict. c. xxvii.

1826. Edinburgh and Dalkeith:
From Edinburgh to the South Side of the River North Esk, near Dalkeith, and Newbattle, in the County of Edinburgh, 7 Geo. IV. c. xcviii.
1829.——To raise further Money, and make a Branch to Leith, 10 Geo. IV. c. cxxii.
1834.——To make a Branch to Dalkeith, and extend the Leith Branch, 4 & 5 Will. IV. c. lxxi.

1826. Manchester and Oldham:
From Manchester to Oldham, with a Branch to the Township of Royton, in the County Palatine of Lancaster, 7 Geo. IV. c. xcix.

1826. Hereford:
From the end of the Grosmont Railway, in the Parish of Llangua, in the County of Monmouth, to the Wye Bridge, in the City of Hereford, 7 Geo. IV. c. c.

Appendix, No. 29.

Chronological Table of Railway Acts.

1826. Dundee and Newtyle:
From Dundee to Newtyle, in the County of Forfar, 7 Geo. IV. c. ci.
1830.——To amend Act, 11 Geo. IV. and 1 Will. IV. c. lx.
1836.——To amend Act 6 & 7 Will. IV. c. cii.

1826. Aber Dulais to Cwm Dulais:
From Aber Dulais to Cwm Dulais, in the Parish of Cadoxton juxta Neath, in the County of Glamorgan, 7 Geo. IV. c. cii.

1826. Garnkirk and Glasgow:
From the Monkland and Kirkintilloch Railway, by Garnkirk to Glasgow, 7 Geo. IV. c. ciii.
1827.——To alter and amend 7 & 8 Geo. IV. c. lxxxviii.
1830.——For amending certain Acts for making the Glasgow and Garnkirk Railway, and for raising a further sum of Money, 11 Geo. IV. & 1 Will. IV. c. cxxv.
1838.——To alter and amend Acts, and to raise further Money, 1 & 2 Vict. c. lx.

1826. Limerick to Carrick:
From the City of Limerick to Carrick, in the County of Tipperary, with a Branch to the City of Waterford, 7 Geo. IV. c. cxxxix.

1827. Johnstone and Ardrossan:
From Johnstone, in the County of Renfrew, to Ardrossan, in the County of Ayr, 7 & 8 Geo. IV. c. lxxxvii.

1828. Clarence and Durham:
From the River Tees, near Haverton Hill, in the Parish of Billingham, to Sim Pasture Farm, in the Parish of Heighington, in the County of Durham, 9 Geo. IV. c. lxi.
1829.——To vary, alter and amend, 10 Geo. IV. c. cvi.
1832.——To alter, amend, enlarge and extend, 2 & 3 Will. IV. c. xxv.
1833.——To make additional Branches, and amend and enlarge Powers, 3 & 4 Will. IV. c. iv.
1833.——To extend Line, 3 & 4 Will. IV. c. xcv.
1837.——To alter, amend, explain and enlarge Powers of Acts, 7 Will. IV. and 1 Vict. c. ciii.

1828. Llanelly Railway and Dock:
From Gelly Gille Farm to Machynis Pool, in the Parish of Llanelly, in the County of Carmarthen, 9 Geo. IV. c. xci.
1833.——To alter, amend and enlarge Powers, 3 & 4 Will. IV. c. lii.
1835.——To make certain additional Railway, 5 & 6 Will. IV. c. cxvi.

1828. Bridgend:
From Duffrin Llynvi and Pwll Cawl Railway, at Laleston, to Bridgend, in the County of Glamorgan, 9 Geo. IV. c. xcii.

1828. Bristol and Gloucestershire:
From Bristol to Coalpit Heath, in the Parish of Westerleigh, in the County of Gloucester, 9 Geo. IV. c. xciii.
1834.——To alter, amend and enlarge Powers, 4 & 5 Will. IV. c. ii.

1828. Avon and Gloucestershire:
From Rodway Hill, in the Parish of Mangotsfield, to Bilton, in the County of Gloucester, 9 Geo. IV. c. xciv.
1831.——To alter the Line, amend the Act, and make Branches, 1 & 2 Will. IV. c. xii.

1829. Kenyon and West Leigh:
From the Bolton and Leigh Railway, at West Leigh, to the Liverpool and Manchester Railway, at Kenyon, in the County of Lancaster, 10 Geo. IV. c. xxxvi.

1829. Warrington and Newton:
From the Liverpool and Manchester Railway, at Newton, to Warrington, in the County Palatine of Lancaster, 10 Geo. IV. c. xxxvii.
1830.——To extend the Line, and alter, amend and enlarge Powers, 11 Geo. IV. and 1 Will. IV. c. lvii.

1829. Newcastle to Carlisle:

From Newcastle-upon-Tyne to the City of Carlisle, in Cumberland, 10 Geo. IV. c. lxxii.

1832.——To accelerate the raising of a certain sum, 2 & 3 Will. IV. c. xcii.

1835.——To make an additional Branch, and for other purposes, 5 & 6 Will. IV. c. xxxi.

1838.——To raise an additional sum of Money, 1 & 2 Vict. c. xxiii.

1829. Garturk and Garion:

From Chapel, in the Parish of Cambusnethan, by Coltness and Gariongill, to the Monkland and Kirkintilloch Railway, at Coats or Garturk, in the Parish of Old Monkland, in the County of Lanark, 10 Geo. IV. c. cvii.

1834.——To extend time for completion of the Wishaw and Coltness Railway, 4 & 5 Will. IV. c. xli.

1837.——For further extension of time, 7 Will. IV. and 1 Vict. c. c.

1829. Saundersfoot:

From Thomas Chapel, in the Parish of Begelly, to Saundersfoot, in the County of Pembroke, 10 Geo. IV. c. cviii.

1830. Wigan:

From Wigan to the Manchester and Liverpool Railway at Newton, in the County Palatine of Lancaster, 11 Geo. IV. and 1 Will. IV. c. lvi.

1830. Leicester and Swannington:

From the River Soar, near West Bridge, in the Borough of Leicester, to Swannington, in the County of Leicester, 11 Geo. IV. and 1 Will. IV. c. lviii.

1833.——To execute additional Works, and alter and amend Act, 3 & 4 Will. IV. c. lxix.

1837.——To raise further Money, 7 Will. IV. and 1 Vict. c. lxvi.

1830. Leeds and Selby:

From the Town of Leeds to the River Ouse, in the Parish of Selby, in the West Riding of York, 11 Geo. IV. and 1 Will. IV. c. lix.

1835.——To improve Line, and amend and enlarge Powers, 5 & 6 Will. IV. c. lvii.

1830. Helen's, St., and Runcorn Gap:

From the Cowley Colliery to Runcorn Gap, in the Parish of Prescot, in the County Palatine of Lancaster, 11 Geo. IV. and 1 Will. IV. c. lxi.

1834.——To enlarge and amend Powers, 4 & 5 Will. IV. c. iii.

1838.——To raise further Money, and amend Acts, 1 & 2 Vict. c. xxi.

1830. Polloc and Govan:

From the Lands of Polloc and Govan to the River Clyde at Broomielaw Harbour, in the County of Lanark, 11 Geo. IV. and 1 Will. IV. c. lxii.

1831.——To amend, alter and extend, 1 & 2 Will. IV. c. lviii.

1837.——To continue Powers of Acts, 7 Will. IV. and 1 Vict. c. cxviii.

1830–1. Preston and Wigan:

From the Borough of Wigan to the Borough of Preston, in the County Palatine of Lancaster, 1 Will. IV. c. lvi.

1834.——For uniting the Wigan Branch Railway Company, for Alteration of Line, and repealing, altering and amending Acts, 4 & 5 Will. IV. c. xxv.

1831. Rutherglen:

From Rutherglen Green to Wellshot, in the County of Lanark, 1 & 2 Will. IV. c. xxxv.

1831. Sheffield and Manchester:

From Manchester, in the County Palatine of Lancaster, to Sheffield, in the West Riding of York, 1 & 2 Will. IV. c. lix.

1831. Manchester, Bolton and Bury:

From Manchester to Bolton and Bury, in the County Palatine of Lancaster, 1 & 2 Will. IV. c. lx.

1832.——To alter and amend Line, and make further Branches, 2 & 3 Will. IV. c. lxix.

1835.——To amend Acts, and make a Branch to Bolton, 5 & 6 Will. IV. c. xxx.

1838.——To raise further Money, and amend Powers and Provisions of Acts, 1 & 2 Vict. c. xxv.

Appendix, No. 29.

Chronological Table of Railway Acts.

1831. Dublin to Kingstown:

From Westland Row, in the City of Dublin, to the Western Pier of the Harbour of Kingstown, in the County of Dublin, 1 & 2 Will. IV. c. lxix.

1834.——To extend Line, and alter and amend Act, 4 & 5 Will. IV. c. xxvii.

1832. Belfast and Cavehill:

From the Cavehill to the Harbour of Belfast, in the County of Antrim, 2 & 3 Will. IV. c. xxxv.

1835.——To alter, amend and enlarge Powers, 5 & 6 Will. IV. c. cxii.

1832. Bodmin and Wadebridge:

From Wadebridge, in the Parish of St. Breoke, to Wenford Bridge, St. Breward, with a Branch to Bodmin, in the County of Cornwall, 2 & 3 Will. IV. c. xlvii.

1835.——To amend Act, 5 & 6 Will. IV. c. xciii.

1832. Hartlepool Docks, Harbour and Railway, (Durham):

From Hartlepool Docks to the Township of Moorsley, in the County of Durham, 2 & 3 Will. IV. c. lxvii.

1834.——To make a new Branch to Durham, and amend Act, 4 & 5 Will. IV. c. lvi.

1832. Festiniog:

From Port Madock, in the County of Carnarvon, to certain Slate Quarries in the Parish of Festiniog, in the County of Merioneth, 2 & 3 Will. IV. c. xlviii.

1838.——For granting further Powers, 1 & 2 Vict. c. lxxx.

1832. Exeter and Crediton:

From the Basin of the Exeter Canal, in the Parish of St. Thomas the Apostle, to the Four Mills, in the Parish of Crediton, in the County of Devon, 2 & 3 Will. IV. c. xciii.

1833. Whitby and Pickering:

From Whitby to Pickering, in the North Riding of York, 3 & 4 Will. IV. c. xxxv.

1837.——To enlarge and amend Act, 7 Will. IV. and 1 Vict. c. xxv.

1833. Grand Junction:

From the Warrington and Newton Railway at Warrington, in the County of Lancaster, to Birmingham, in the County of Warwick, 3 & 4 Will. IV. c. xxxiv.

1834.——To alter and extend and make a Branch to Wolverhampton, in the County of Stafford, 4 & 5 Geo. IV. c. lv.

1835.——For incorporating the Warrington and Newton, and for extending Provisions of Act, 5 & 6 Will. IV. c. viii.

1835.——To alter Line, and make Two Branches therefrom, in the County of Stafford, 5 & 6 Will. IV. c. ix.

1838.——To alter, amend, extend and enlarge Powers of Act, 1 & 2 Vict. c. lix.

1833. Birmingham and London:

From London to Birmingham, 3 & 4 Will. IV. c. xxxvi.

1835.——To extend and alter Line, 5 & 6 Will. IV. c. lvi.

1837.——To amend Act, 7 Will. IV. and 1 Vict. c. lxiv.

1833. Greenwich and London:

From London to Greenwich, 3 & 4 Will. IV. c. xlvi.

1837.——To enlarge Powers of Act, 7 Will. IV. and 1 Vict. c. l.

1837.——To take Toll for Passengers, &c., crossing the River Ravensbourne, 7 Will. IV. and 1 Vict. c. cxx.

1838.——For an extension of time, 1 & 2 Vict. c. iv.

1834. Blaydon to Hebburn:

From Blaydon to Hebburn, in the County of Durham, 4 & 5 Will. IV. c. xxvi.

1834. Durham Junction:

From the Hartlepool Railway, near Moorsley, to the Stanhope and Tyne Railroad, at Usworth, in the County of Durham, 4 & 5 Will. IV. c. lvii.

1837.——To make a Branch, to be called "The Houghton-le-Spring Branch," 7 Will. IV. and 1 Vict. c. xcvii.

1834. Hayle

1834. Hayle to Helleston:
From Hayle, in the Parish of St. Erth, to Tresevean Mine, in the Parish of Gwennap, in the County of Cornwall, 4 & 5 Will. IV. c. lxviii.
1836.——To enable the Hayle Railway Company to make certain Alterations, 6 & 7 Will. IV. c. cx.

1834. Southampton and London:
From London to Southampton, 4 & 5 Will. IV. c. lxxxviii.
1837.——To alter Line, and amend Act, 7 Will. IV. and 1 Vict. c. lxxi.

1834. Durham and Sunderland:
From Durham to Sunderland, with a Branch to join the Hartlepool Railway at Haswell, in the County of Durham, 4 & 5 Will. IV. c. xcvi.
1837.——To alter the Main Line, to abandon part, and make other Branches, and to amend and enlarge Powers, 7 Will. IV. and 1 Vict. c. lxviii.

1835. Croydon and London:
From Croydon to join the London and Greenwich Railway, 5 & 6 Will. IV. c. x.
1836.——To provide a Station and other Works in the Parish of St. Olave, in the Borough of Southwark, and amend Act, 6 & 7 Will. IV. c. cxxi.
1838.——To enlarge Station in St. Olave's, Southwark, and to amend Acts, 1 & 2 Vict. c. xx.

1835. Slamannan:
From Stanrig and Arbuckle, in the County of Lanark, to Causeway-end, in the County of Stirling, 5 & 6 Will. IV. c. lv.
1837.——To alter, amend and enlarge Powers, and to make a Branch to Bathgate, in the County of Linlithgow, 7 Will. IV. and 1 Vict. c. xciv.

1835. Preston and Wyre:
From Preston to Wyre, in the County Palatine of Lancaster, 5 & 6 Will. IV. c. lviii.
1837.——To alter Line, and amend Act, 7 Will. IV. and 1 Vict. c. xxviii.

1835. Gateshead and Monkwearmouth:
From Gateshead to South Shields and Monkwearmouth, in the County Palatine of Durham, 5 & 6 Will. IV. c. lxxxiii.
1836.——For incorporation of Persons to carry into effect purposes of Act, 6 & 7 Will. IV. c. lvii.
1838.——To enable the Brandling Junction Railway Company to raise additional Money, 1 & 2 Vict. c. xxii.

1835. Newtyle and Coupar Angus:
From Newtyle to Coupar Angus, in the County of Forfar, 5 & 6 Will. IV. c. lxxxiv.
1838.——To raise further Money, 1 & 2 Vict. c. lxi.

1835. Paisley:
From Paisley to the South Side of the River Clyde at Renfrew Ferry, 5 & 6 Will. IV. c. lxxxv.

1835. Newtyle and Glammis:
From Newtyle to the Muir of Eassie, and from thence to the Muir of Glammis, in the County of Forfar, 5 & 6 Will. IV. c. xcii.

1835. Great Western:
From Bristol to join the London and Birmingham near London, with Branches to Bradford and Trowbridge, in the County of Wilts, 5 & 6 Will. IV. c. cvii.
1836.——To alter Line, and amend Act, 6 & 7 Will. IV. c. xxxviii.
1837.——To alter Line, and amend Act, 7 Will. IV. & 1 Vict. c. xci.
To extend Line, and for other purposes, 7 Will. IV. and 1 Vict. c. xcii.

1836. Birmingham and Gloucester:
From Birmingham to Gloucester, 6 & 7 Will. IV. c. xiv.
1837.——To amend Act, extend Line and make Branches to the City of Worcester and the Town of Tewkesbury, 7 Will. IV. and 1 Vict. c. xxvi.

Appendix, No. 29.

Chronological Table of Railway Acts.

1836. Dundee and Arbroath:
From Dundee to Arbroath, in the County of Forfar, 6 & 7 Will. IV. c. xxxii.

1836. Ulster:
From Belfast to the City of Armagh, in the Province of Ulster, 6 & 7 Will. IV. c. xxxiii.

1836. Arbroath and Forfar:
From Arbroath to the Royal Burgh of Forfar, in the County of Forfar, 6 & 7 Will. IV. c. xxxiv.

1836. Birmingham and Derby Junction:
From the London and Birmingham Railway to Derby, 6 & 7 Will. IV. c. xxxv
1837.——To rectify a mistake, 7 Will. IV. and 1 Vict. c. lxv.
1838.——To alter Line, 1 & 2 Vict. c. xxxii.

1836. Bristol and Exeter:
From Bristol to Exeter, with Branches to Bridgewater, in the County of Somerset, and Tiverton, in the County of Devon, 6 & 7 Will. IV. c. xxxvi.
1838.——For making several Branches in the County of Somerset, and amending Act, 1 & 2 Vict. c. xxvi.

1836. Aylesbury:
From Aylesbury to join the London and Birmingham, near the Village of Cheddington, in the County of Bucks, 6 & 7 Will. IV. c. cxxvii.

1836. Deptford:
From the London and Greenwich to Deptford Pier, 6 & 7 Will. IV. c. lxiii.

1836. Dover and London:
From the London and Croydon to Dover, to be called "The South Eastern," 6 & 7 Will. IV. c. lxxv.
1837.——To alter and extend Line, and amend Act, 7 Will. IV. and 1 Vict. c. xciii.

1836. Newcastle and North Shields:
From the Town of Newcastle-upon-Tyne to North Shields, in the County of Northumberland, 6 & 7 Will. IV. c. lxxvi.

1836. Cheltenham and Great Western:
From Cheltenham, and from Gloucester, to join the Great Western at Swindon, (Wilts,) 6 & 7 Will. IV. c. lxxvii.
1838.——To alter Line and amend Act, 1 & 2 Vict. c. xxiv.

1836. Midland Counties:
From the London and Birmingham at Rugby, in the County of Warwick, to the Towns of Leicester, Nottingham and Derby, 6 & 7 Will. IV. c. lxxviii.
1838.——To amend and enlarge Provisions of Act, and for making a Branch to the Town of Mountsorrel, in the County of Leicester, 1 & 2 Vict. c. lvii.

1836. Birmingham, Bristol and Thames Junction:
From the Basin of the Kensington Canal at Kensington, to join the London and Birmingham and the Great Western at Holsden Green, in the County of Middlesex, 6 & 7 Will. IV. c. lxxix.

1836. Kingston-upon-Hull and Selby:
From Kingston-upon-Hull to Selby, 6 & 7 Will. IV. c. lxxx.

1836. York and North Midland:
From the City of York to the Township of Altofts, in the West Riding of York, 6 & 7 Will. IV. c. lxxxi.
1837.——To alter Line and amend Act, 7 Will. IV. and 1 Vict. c. lxviii.

1836. Merthyr Tydvil and Cardiff:
From Merthyr Tydvil to Cardiff, to be called "The Taff Vale," 6 & 7 Will. IV. c. lxxxii.
1837.——To alter the Line and the Act, and make additional Branches 7 Will. IV. and 1 Vict. c. lxx.

1836. Cambridge

1836. Cambridge and London:
From London to Cambridge, with a view to extension hereafter to the Northern and Eastern Counties, 6 & 7 Will. IV. c. ciii.

1836. London Grand Junction:
From the London and Birmingham, near the Regent's Canal, in the Parish of St. Pancras, in the County of Middlesex, to Skinner Street in the City of London, 6 & 7 Will. IV. c. civ.

1836. Great North of England:
From the River Tyne to the Tees in the County of Durham, 6 & 7 Will. IV. c. cv.
1837.——To make two Branches, and other purposes, 7 Will. IV. and 1 Vict. c. cii.

1836. Norwich and London:
From London to Norwich and Yarmouth, by Romford, Chelmsford, Colchester and Ipswich, to be called "The Eastern Counties," 6 & 7 Will. IV. c. cvi.
1838.——To amend and enlarge powers of Act, 1 & 2 Vict. c. lxxxi.

1836. Leeds and Derby:
From Leeds to Derby, to be called "The North Midland," 6 & 7 Will. IV. c. cvii.
1837.——To alter Line and make two Branches, 7 Will. IV. and 1 Vict. c. xxiii.

1836. Thames Haven Railway and Dock:
From or near Romford to Shell Haven, in the County of Essex, 6 & 7 Will. IV. c. cviii.

1836. Sheffield and Rotherham:
From Sheffield to Rotherham, with a Branch to the Greasborough Canal, in the West Riding of York, 6 & 7 Will. IV. c. cix.

1836. Manchester and Leeds:
From Manchester to Leeds, 6 & 7 Will. IV. c. cxi.
1837.——To vary Line, and amend and enlarge Powers, 7 Will. IV. and 1 Vict. c. xxiv.

1836. Preston and Longridge:
From Preston to Longridge, in the County Palatine of Lancaster, 6 & 7 Will. IV. c. cxxii.

1836. Blackwall Commercial and London:
From the Minories to Blackwall, to be called "The Commercial," 6 & 7 Will. IV. c. cxxiii.
1837.——To amend Act, 7 Will. IV. and 1 Vict. c. cxxxiii.

1836. Tremoutha Harbour and Railway:
From Tremoutha Haven to Launceston, in the County of Cornwall, 6 & 7 Will. IV. c. cxxiv.

1836. Edinburgh, Leith and Newhaven:
From Edinburgh to Leith, and to the Shore of the Frith of Forth at Newhaven and Trinity, in the County of Edinburgh, 6 & 7 Will. IV. c. cxxxi.

1836. Dublin and Drogheda:
From Dublin to Drogheda, 6 & 7 Will. IV. c. cxxxii.
1837.——To alter Line and amend Act, 7 Will. IV. and 1 Vict. c. cvi.

1837. Sheffield and Manchester:
From Sheffield, in the West Riding of York, to Manchester, in the County of Lancaster, 7 Will. IV. and 1 Vict. c. xxi.

1837. Lancaster and Preston:
From Lancaster to Preston, in the County Palatine of Lancaster, 7 Will. IV. and 1 Vict. c. xxii.

1837. Chester and Crewe:
From the City of Chester to join the Grand Junction Railway near Crewe Hall, in the County of Chester, 7 Will. IV. and 1 Vict. c. lxiii.

Appendix, No. 29.

Chronological Table of Railway Acts.

1837. Manchester and Birmingham:

From Manchester to join the Grand Junction, in the Parish of Chebsey, in the County of Stafford, 7 Will. IV. and 1 Vict. c. lxix.

1837. Castle Eden and Merrington:

To connect the Great North of England, Clarence and Hartlepool Railways, in the County of Durham, 7 Will. IV. and 1 Vict. c. xcv.

1837. Dundalk and Ballybay:

From Dundalk, in the County of Louth, to Ballybay, in the County of Monaghan, 7 Will. IV. and 1 Vict. c. xcvi.

1837. Maryport and Carlisle:

From the Town and Port of Maryport to Carlisle, 7 Will. IV. and 1 Vict. c. ci.

1837. Dublin and Kilkenny:

From Dublin to the City of Kilkenny, to be called the Great Leinster and Munster, 7 Will. IV. and 1 Vict. c. civ.

1837. Chester and Birkenhead:

From the City of Chester to Birkenhead, 7 Will. IV. and 1 Vict. c. cvii.

1837. Cork and Passage:

From the City of Cork to the Town of Passage, 7 Will. IV. and 1 Vict. c. cviii.

1837. Glasgow, Paisley and Greenock:

From Glasgow to Greenock, by Paisley and Port Glasgow, 7 Will. IV. and 1 Vict. c. cxvi.

1837. Glasgow and Ayr:

From Glasgow to Paisley and Ayr, and from a point near Blairland to Kilmarnock, to be called "The Glasgow, Paisley, Kilmarnock and Ayr," 7 Will. IV. and 1 Vict. c. cxvii.

1837. Brighton:

From the London and Croydon to Brighton, with Branches to Shoreham and Newhaven and Lewes, 7 Will. IV. and 1 Vict. c. cxix.

1837. Bolton and Preston:

From Bolton-le-Moors to Preston, in the County Palatine of Lancaster, 7 Will. IV. and 1 Vict. c. cxxi.

1838.——To extend and alter Line, to make collateral Branches, and amend and enlarge Powers and Provisions of Act, 1 & 2 Vict. c. lvi.

1837. East Thickley and Frosterley:

From the Black Boy Branch of the Stockton and Darlington, in the Township of St. Andrew Auckland, to or near Witton Park Colliery, to be called "The Bishop Auckland and Weardale," 7 Will. IV. and 1 Vict. c. cxxii.

1838. Taw Vale:

From Penhill, in the Parish of Fremington, to Barnstaple, in the County of Devon, to be called "The Taw Vale Railway and Dock," 1 & 2 Vict. c. xxvii.

1838. Edinburgh to Glasgow:

From Edinburgh to Glasgow, with a Branch to Falkirk, 1 & 2 Vict. c. iviii.

Appendix, No. 30.

ALPHABETICAL INDEX

TO

RAILWAY ACTS,

TO 1838 INCLUSIVE.

A.

ABER DULAIS TO CWM DULAIS:

1826—For making and maintaining a Railway or Tramroad from or from near a certain place, called Aber Dulais, to or near to a certain other place, called Cwm Dulais, both in the parish of Cadoxton-juxta-Neath, in the county of Glamorgan. 7 Geo. IV. c. cii.

ABERGAVENNY (Monmouth). *see* Brecknock and Abergavenny. Brecon. Llanfihangel Crucorney.

ABERTYSWG (Monmouth). *see* Rumney Iron Works to Sirhowy Railway.

ALTOFTS (West Riding of York). *see* York and North Midland.

ANDREW'S, ST., AUCKLAND (Durham). *see* Thickley, East, and Frosterley.

ANGLESEY COUNTY. *see* Llanfihangel Esceifiog.

ANTRIM COUNTY. *see* Belfast and Cavehill.

APPLEDORE (Kent). *see* Medway (Weald of Kent).

ARBROATH (Forfar). *see* Dundee and Arbroath.

ARBROATH AND FORFAR:

1836—For making and maintaining a Railway between the Royal Burgh of Arbroath, in the county of Forfar, and the Royal Burgh of Forfar, in the same county. 6 & 7 Gul. IV. c. xxxiv.

ARBUCKLE (Lanark). *see* Ballochney. Slamannan.

ARDROSSAN (Ayr). *see* Johnstone and Ardrossan.

ARMAGH CITY. *see* Ulster.

AUCKLAND, ST. ANDREW (Durham). *see* Thickley, East, and Frosterley.

AVON AND GLOUCESTERSHIRE:

1828—For making and maintaining a Railway or Tramroad from Rodway Hill, in the parish of Mangotsfield, in the county of Gloucester, to the River Avon, in the parish of Bilton, in the same county. 9 Geo. IV. c. xciv.

1831—To alter the Line of the Avon and Gloucester Railway, to make certain Branches from the same, and to amend the Act for making the said Railway. 1 & 2 Gul. IV. c. xii.

AYLESBURY:

1836—For making a Railway from Aylesbury to join the London and Birmingham Railway, near the village of Cheddington, in the county of Buckingham. 6 & 7 Gul. IV. c. xxxvii.

AYR BURGH. *see* Glasgow and Ayr.

AYR COUNTY. *see* Johnstone and Ardrossan. Kilmarnock and Troon.

B.

BALLYBAY (Monaghan). *see* Dundalk and Ballybay.

BALLOCHNEY:

1826—For making a Railway from Arbuckle and Ballochney, in the parish of New Monkland, in the county of Lanark, to or near the termination of the Monkland and Kirkintilloch Railway, at Kipps or Kippbyres, also in the said parish of New Monkland, and county of Lanark. 7 Geo. IV. c. xlviii.

BALLOCHNEY—*continued.*

1835—For effecting an extension of the Ballochney Railway, in the county of Lanark, and for altering, amending and enlarging the powers of an Act of the seventh year of his late Majesty, for making the said Railway. 5 & 6 Gul. IV. c. xcvii.

BARNSLEY CANAL:

1808—For amending and enlarging the powers of an Act of his present Majesty, for making and maintaining the Barnsley Canal Navigation, and certain Railways and other Roads to communicate therewith; and for increasing the Rates, Tolls and Duties thereby granted. 48 Geo. III. c. 13.

BARNSTAPLE (Devon). *see* Taw Vale.

BASSALEG (Monmouthshire). *see* Rumney Iron Works to Sirhowy Railway.

BATH GATE (Linlithgow). *see* Slamannan.

BEARD (Derby). *see* Peak Forest Railway.

BEDWELTY (Monmouth). *see* Rumney Iron Works to Sirhowy Railway.

BEGELLY (Pembroke). *see* Saundersfoot.

BELFAST (Antrim). *see* Ulster.

BELFAST AND CAVEHILL:

1832—For making and maintaining a Railway from the Cavehill to the Harbour of Belfast, in the county of Antrim. 2 & 3 Gul. IV. c. xxxv.

1835—To alter, amend and enlarge the powers of an Act of the Second and Third years of his present Majesty, for making and maintaining a Railway from the Cavehill to the Harbour of Belfast, in the county of Antrim. 5 & 6 Gul. IV. c. cxii.

BERWICK-UPON-TWEED:

1811—For making and maintaining a Railway from or near Spittal, in the county of Durham, to Kelso, in the county of Roxburgh, and for erecting and maintaining a Bridge over the River Tweed, from the parish of Norham, in the county of Durham, to the parish of Coldstream, in the county of Berwick. 51 Geo. III. c. cxxxiii.

BILLINGHAM (Durham). *see* Clarence (Durham).

BIRKENHEAD (Cheshire). *see* Chester and Birkenhead.

BIRMINGHAM (Warwick). *see* Grand Junction. Manchester and Birmingham.

BIRMINGHAM AND DERBY JUNCTION:

1836—For making a Railway from the London and Birmingham Railway to Derby, to be called "The Birmingham and Derby Junction Railway," with a Branch. 6 & 7 Gul. IV. c. xxxv.

1837—To rectify a mistake in an Act of the last Session of Parliament, for making a Railway from the London and Birmingham Railway, near Birmingham, to Derby, to be called "The Birmingham and Derby Junction Railway," with a Branch. 7 Gul. IV. & 1 Vict. c. lxv.

1838—To alter the Line of the Birmingham and Derby Junction Railway. 1 & 2 Vict. c. lxxxii.

BIRMINGHAM AND GLOUCESTER:

1836—For making a Railway from Birmingham to Gloucester, with a Branch therefrom. 6 & 7 Gul. IV. c. xiv.

1837—To amend an Act, passed in the last Session of Parliament, for making a Railway from Birmingham to Gloucester, to extend the Line of the said Railway, and to make Branches therefrom to the city of Worcester and the town of Tewkesbury. 7 Gul. IV. & 1 Vict. c. xxvi.

BIRMINGHAM AND LONDON:

1833—For making a Railway from London to Birmingham. 3 & 4 Gul. IV. c. xxxvi.

1835—To enable the London and Birmingham Railway Company to extend and alter the Line of such Railway, and for other purposes relating thereto. 5 & 6 Gul. IV. c. lvi.

1837—To amend the Acts relating to the London and Birmingham Railway. 7 Gul. IV. & 1 Vict. c. lxiv.

see also Aylesbury. Birmingham and Derby Junction. Birmingham Bristol, and Thames Junction. London Grand Junction. Midland Counties. Western, Great.

BIRMINGHAM, BRISTOL, AND THAMES JUNCTION:

1836—For making a Railway from the Basin of the Kensington Canal, at Kensington, to join the London and Birmingham, and Great Western Railways, at or near Holsden-green, in the county of Middlesex, and to be called "The Birmingham, Bristol, and Thames Junction Railway." 6 & 7 Gul. IV. c. lxxix.

BISHOP AUCKLAND AND WEARDALE RAILWAY. *see* Thickley, East, and Frosterley.

BISHOP'S WOOD (Gloucester). *see* Lidbrook and Lydney.

BLACK BOY BRANCH, ST. ANDREW AUCKLAND (Durham). *see* Thickley, East, and Frosterley.

BLACKWALL COMMERCIAL AND LONDON:

1836—For making a Railway from the Minories to Blackwall, with Branches, to be called "The Commercial Railway." 6 & 7 Gul. IV. c. cxxiii.

1837—To amend the Act relating to the Commercial Railway Company. 7 Gul. IV. & 1 Vict. c. cxxxiii.

BLAIRLAND (Ayrshire). *see* Glasgow and Ayr.

BLAYDON TO HEBBURN:

1834—For making and maintaining a Railroad from Blaydon to Hebburn, with six Branches thereout, all within the county palatine of Durham. 4 & 5 Gul. IV. c. xxvi.

see also North of England, Great.

BILTON (Gloucester). *see* Avon and Gloucestershire.

BODMIN AND WADEBRIDGE:

1832—For making and maintaining a Railway from Wadebridge, in the parish of St. Breoke, to Wenford Bridge, St. Breward, with a collateral Branch to the borough of Bodmin, and certain other Branches, all in the county of Cornwall. 2 & 3 Gul. IV. c. xlvii.

1835—To amend an Act relating to the Bodmin and Wadebridge Railway. 5 & 6 Gul. IV. c. xciii.

BOLTON (Lancashire). *see* Manchester, Bolton, and Bury.

BOLTON AND LEIGH:

1825—For making and maintaining a Railway or Tramroad from or near the Manchester, Bolton, and Bury Canal, in the parish of Bolton-le-Moors, to or near the Leeds and Liverpool Canal, in the parish of Leigh, all in the county palatine of Lancaster. 6 Geo. IV. c. xviii.

1828—For amending and enlarging the Powers and Provisions of an Act relating to the Bolton and Leigh Railway. 9 Geo. IV. c. viii.

1831—To amend and enlarge the several Acts relating to the Bolton and Leigh Railway. 1 & 2 Gul. IV. c. xi.

1836—To amend and enlarge the several Acts relating to the Bolton and Leigh Railway, and for other purposes. 6 & 7 Gul. IV. c. liii.

see also Kenyon and West Leigh.

BOLTON AND PRESTON:

1837—For making a Railway from Bolton-le-Moors to Preston, in the county palatine of Lancaster. 7 Gul. IV. & 1 Vict. c. cxxi.

1838—For enabling the Bolton and Preston Railway Company to extend and alter the line of such Railway, and to make collateral Branches thereto, and for amending and enlarging the Powers and Provisions of the Act relating thereto. 1 & 2 Vict. c. lvi.

BRADFORD (Wilts). *see* Western, Great.

BRANDBRIDGE (Kent). *see* Medway (Weald of Kent).

BRANDLING, JOHN. *see* Gateshead and Monkwearmouth.

BRANDLING, ROBERT WILLIAM. *see* Gateshead and Monkwearmouth.

Appendix, No. 30.

Alphabetical Index to Railway Acts.

BRECKNOCK AND ABERGAVENNY:

1811—For making a Railway from the Brecknock and Abergavenny Canal, in the parish of Llanwenarth, to or near to Llanvihangel Crucorney, in the county of Monmouth. 51 Geo. III c. 123.

see also Brecon.

BRECON:

1811—For making and maintaining a Railway from or near the public wharf of the Brecknock and Abergavenny Canal, in the parish of Saint John the Evangelist, in the county of Brecon, to or near to a certain place called Parton Cross, in the parish of Eardisley, in the county of Hereford. 51 Geo. III. c. 122.

see also Eardisley. Hay and Brecon.

BREOKE, ST. (Cornwall). *see* Bodmin and Wadebridge.

BREWARD, ST. (Cornwall). *see* Bodmin and Wadebridge.

BRIDGEND:

1828—For making and maintaining a Railway or Tramroad from the Duffryn Llynvi and Pwll Cawl or otherwise Porth Cawl Railway, to commence at a certain point therein in the parish of Laleston, in the county of Glamorgan, and to terminate near to the town of Bridgend in the same county. 9 Geo. IV. c. xcii.

BRIDGEWATER (Somerset). *see* Bristol and Exeter.

BRIDGEWATER, DUKE OF, CANAL. *see* Leeds and Liverpool Canal.

BRIGHTON:

1837—For making a Railway from the London and Croydon Railway to Brighton, with Branches to Shoreham, Newhaven and Lewes. 7 Gul. IV. & 1 Vict. c. cxix.

BRISTOL. *see* Western, Great.

BRISTOL AND EXETER:

1836—For making a Railway from Bristol to Exeter, with Branches to the towns of Bridgewater, in the county of Somerset, and Tiverton, in the county of Devon. 6 & 7 Gul. IV. c. xxxvi.

1838—For making several branches in the county of Somerset, from the line of the Bristol and Exeter Railway, and for amending the Act relating to such Railway. 1 & 2 Vict. c. xxvi.

BRISTOL AND GLOUCESTERSHIRE:

1828—For making and maintaining a Railway or Tramroad from or near the city of Bristol to Coalpit Heath in the parish of Westerleigh, in the county of Gloucester. 9 Geo. IV. c. xciii.

1834—To alter, amend and enlarge the powers of an Act passed in the ninth year of the reign of his late Majesty King George the Fourth, intituled, An Act for making and maintaining a Railway or Tramroad from or near the city of Bristol to Coalpit Heath, in the Parish of Westerleigh, in the county of Gloucester. 4 & 5 Gul. IV. c. ii.

BRISTOL AND THAMES JUNCTION. *see* Birmingham, Bristol and Thames Junction.

BROOMIELAW HARBOUR (Lanark). *see* Polloc and Govan.

BUCKINGHAM COUNTY. *see* Aylesbury.

BUCKLAND, EGG (Devon). *see* Dartmoor. Plymouth and Dartmoor.

BULLO PILL, FOREST OF DEAN:

1809—For making and maintaining a Railway or Tramroad from the Summit of the Hill above Churchway Engine, in the Forest of Dean, in the county of Gloucester, to a certain place in the said Forest, called Cinderford Bridge. 49 Geo. III. c. 158.

see also Dean Forest.

BULL'S HEAD LANE (Nottingham). *see* Mansfield.

BURLINJOB (Radnor). *see* Eardisley.

BURRY RIVER (Glamorgan). *see* Penclawdd.

BURY (Lancashire). *see* Manchester, Bolton, and Bury.

C.

CADOXTON-JUXTA-NEATH (Glamorgan). *see* Aber Dulais to Cwm Dulais.

CALDON (Staffordshire). *see* Trent and Mersey Canal.

CAMBRIDGE AND LONDON:

1836—For making a Railway to form a communication between London and Cambridge, with a view to its being extended hereafter to the northern and eastern counties of England. 6 & 7 Gul. IV. c. ciii.

CAMBUSNETHAN (Lanark). *see* Garturk and Garion.

CANTERBURY AND WHITSTABLE:

1825—For making and maintaining a Railway or Tramroad from the Seashore, at or near Whitstable in the county of Kent, to or near to the city of Canterbury in the said county. 6 Geo. IV. c. cxx.

1827—To authorize the Company of Proprietors of the Canterbury and Whitstable Railway to vary the Line of the Railway, to raise a further sum of Money for completing their Works, and to alter and enlarge the Powers of the Act passed for making and maintaining the said Railway. 7 & 8 Geo. IV. c. xi.

1828—To authorize the Company of Proprietors of the Canterbury and Whitstable Railway to raise a further sum of Money for completing the Undertaking; and for enlarging and amending the Powers of the Acts passed for the making and maintaining the said Railway, and Works connected therewith. 9 Geo. IV. c. xxix.

1835—To enlarge and amend the Powers and Provisions of the Acts passed for making and maintaining a Railway or Tramroad from the Seashore, at or near Whitstable in the county of Kent, to or near the city of Canterbury, and the Works connected therewith, and to authorize the Company of Proprietors to raise a further sum of Money. 5 & 6 Gul. IV. c. lxxxii.

CARDIFF. *see* Merthyr Tydvil and Cardiff.

CARLISLE (Cumberland). *see* Maryport and Carlisle. Newcastle and Carlisle.

CARMARTHEN COUNTY. *see* Kidwelly. Llanelly. Llanelly to Llanfihangel Aberbythick.

CARMARTHENSHIRE RAILWAY COMPANY:

1834—To enable the Carmarthenshire Railway or Tramroad Company to raise a further sum of Money, and to amend the Act relating to the said Company. 4 & 5 Gul. IV. c. lxx.

see also Llanelly to Llanfihangel Aberbythick.

CARNARVON COUNTY. *see* Festiniog. Llanllyfin to Carnarvon.

CARNARVON TOWN. *see* Llanllyfin to Carnarvon.

CARRICK (Tipperary). *see* Limerick to Carrick.

CARSHALTON (Surrey). *see* Wandsworth.

CASTELL-Y-GARREG LIMEWORKS (Carmarthenshire). *see* Llanelly to Llanfihangel Aberbythick.

CASTLE EDEN AND MERRINGTON:

1837—For making and maintaining a Railway to connect the Great North of England, Clarence, and Hartlepool Railways, in the county of Durham. 7 Gul. IV. and 1 Vict. c. xcv.

CATDOWN LIMEWORKS (Devon). *see* Plymouth and Dartmoor.

CAUSEWAY-END (Stirling). *see* Slamannan.

CAVEHILL (Antrim). *see* Belfast and Cavehill.

CHAPEL (Lanark). *see* Garturk and Garion.

CHARLES (Devon). *see* Plymouth and Dartmoor.

CHEBSEY (Stafford). *see* Manchester and Birmingham.

CHEDDINGTON (Bucks). *see* Aylesbury.

CHELMSFORD (Essex). *see* Norwich and London.

CHELTENHAM AND GLOUCESTER:

1809—For making and maintaining a Railway or Tramroad from the River Severn, at the Quay, in the city of Gloucester, to or near to a certain Gate in or near the town of Cheltenham, in the county of Gloucester, called "The Knapp Tollgate," with a collateral Branch to the Top of Leckhampton Hill, in the parish of Leckhampton, in the said county. 49 Geo. III. c. 23.

1815—For enabling the Gloucester and Cheltenham Railway Company to raise a further sum of Money for the completion of their Works. 55 Geo. III. c. xli.

CHELTENHAM AND GREAT WESTERN UNION:

1836—For making a Railway from Cheltenham, and from Gloucester, to join the Great Western Railway near Swindon, to be called "The Cheltenham and Great Western Union Railway," with a Branch to Cirencester. 6 & 7 Gul. IV. c. lxxvii.

1838—To alter the Line of the Cheltenham and Great Western Union Railway, and to amend the Act relating thereto. 1 & 2 Vict. c. xxiv.

CHESTER COUNTY. *see* Chester and Birkenhead. Chester and Crewe. Cromford to Peak Forest Canal.

CHESTER AND BIRKENHEAD:

1837—For making a Railway from the City of Chester to Birkenhead. 7 Gul. IV. & 1 Vict. c. cvii.

CHESTER AND CREWE:

1837—For making a Railway from the City of Chester to join "The Grand Junction Railway" near Crewe Hall, in the county of Chester, to be called "The Chester and Crewe Railway." 7 Gul. IV. & 1 Vict. c. lxiii.

CHURCHWAY ENGINE, DEAN FOREST (Gloucester). *see* Bullo Pill Forest of Dean. Dean Forest.

CINDERFORD BRIDGE (Gloucestershire). *see* Bullo Pill Forest of Dean. Dean Forest.

CIRENCESTER (Gloucester). *see* Cheltenham and Great Western Union.

CLARENCE (Durham):

1828—For making and maintaining a Railway from the River Tees, near Haverton Hill, in the parish of Billingham, to a place called Sim Pasture Farm, in the parish of Heighington, all in the county of Durham, with certain Branches therefrom. 9 Geo. IV. c. lxi.

1829—To enable the Clarence Railway Company to vary and alter the Line of their Railway, to abandon some of the Branches thereof, and to make other Branches therefrom; and for altering, amending, and enlarging the Powers of the Act passed for making and maintaining the said Railway. 10 Geo. IV. c. cvi.

1832—To alter, amend, enlarge, and extend the Powers of several Acts passed in 9th and 10th years of the reign of his late Majesty King George the Fourth, for making and maintaining the Clarence Railway. 2 & 3 Gul. IV. c. xxv.

1833—To enable the Clarence Railway Company to make certain additional Branch Railways; and to amend and enlarge the Powers of the several Acts for making and maintaining the said Railway. 3 & 4 Gul. IV. c. iv.

1833—To enable the Clarence Railway Company to make an Extension of the Line of their Railway. 3 & 4 Gul. IV. c. xcv.

1837—To alter, amend, explain, and enlarge the Powers of the several Acts for making and maintaining the Clarence Railway. 7 Gul. IV. & 1 Vict. c. ciii.

see also Castle Eden and Merrington.

CLYDE RIVER. *see* Paisley. Polloc and Govan.

COALPIT HEATH (Gloucestershire). *see* Bristol and Gloucestershire.

COATS, LANDS OF (Lanarkshire). *see* Garturk and Garion.

COLCHESTER (Essex). *see* Norwich and London.

COLDSTREAM (Berwick). *see* Berwick-upon-Tweed.

COLTNESS (Lanark). *see* Garturk and Garion. Wishaw and Coltness.

COMMERCIAL RAILWAY, THE. *see* Blackwall Commercial and London.

CORK AND PASSAGE:

1837—For making a Railway from the City of Cork to the Town of Passage. 7 Gul. IV. & 1 Vict. c. cviii.

CORNWALL COUNTY. *see* Bodmin and Wadebridge. Hayle to Helleston. Redruth. Tremoutha Harbour and Railway.

COUPAR ANGUS (Forfar). *see* Newtyle and Coupar Angus.

COWLEY HILL COLLIERY (Lancashire). *see* Helen's, St., and Runcorn Gap.

CRABTREE, EGG BUCKLAND (Devon). *see* Dartmoor. Plymouth and Dartmoor.

CREDITON (Devon). *see* Exeter and Crediton.

CREWE HALL (Cheshire). *see* Chester and Crewe.

CROMFORD CANAL (Derby). *see* Mansfield.

CROMFORD TO PEAK FOREST CANAL:

1825—For making and maintaining a Railway or Tramroad from the Cromford Canal, at or near to Cromford, in the parish of Wirksworth, in the county of Derby, to the Peak Forest Canal, at or near to Whaley (otherwise Yardsley-cum-Whaley), in the county palatine of Chester. 6 Geo. IV. c. xxx.

CROSS PILL (Gloucester). *see* Lidbrook and Lydney.

CROYDON:

1803—For making and maintaining a Railway from or from near a place called Pitlake Meadow, in the town of Croydon, to or near to the town of Reigate, in the county of Surrey, with a collateral Branch from the said Railway, at or near a place called Merstham, in the parish of Merstham, to or near to a place called Godstone Green, in the parish of Godstone, all in the said county of Surrey. 43 Geo. III. c. 35.

1806—For better enabling the Company of Proprietors of the Croydon, Merstham and Godstone Iron Railway to complete the same. 46 Geo. III. c. 93.

see also Wandsworth.

CROYDON AND LONDON:

1835—For making a Railway from Croydon to join the London and Greenwich Railway near London. 5 & 6 Gul. IV. c. x.

1836—To enable the London and Croydon Railway Company to provide a Station and other Works in the parish of St. Olave, in the borough of Southwark, in the county of Surrey, and to amend the Act relating to the said Railway. 6 & 7 Gul. IV. c. cxxi.

1838—To enable the Croydon and London Railway Company to enlarge their Station in the parish of St. Olave, in the borough of Southwark, in the county of Surrey, and to amend the Acts relating to the said Railway and Station. 1 & 2 Vict. c. xx.

see also Brighton. Dover and London.

CRUCORNEY (Monmouth). *see* Llanfihangel Crucorney.

CUMBERLAND COUNTY. *see* Maryport and Carlisle. Newcastle and Carlisle.

CWM DULAIS (Glamorgan). *see* Aber Dulais to Cwm Dulais.

D.

DALKEITH (Edinburgh). *see* Edinburgh and Dalkeith.

DARLINGTON (Durham). *see* Stockton and Darlington.

DARTMOOR:

1819—For making and maintaining a Railway or Tramroad from Crabtree, in the parish of Egg Buckland, in the county of Devon, to communicate with the Prison of War on the Forest of Dartmoor, in the parish of Lydford, in the said county. 59 Geo. III. c. cxv.

see also Plymouth and Dartmoor.

DEAN FOREST:

1810—For making and maintaining a Railway from Howler Slade, in the Forest of Dean, in the county of Gloucester, to the town of Monmouth, and for making other Railways therein mentioned, in the counties of Gloucester and Monmouth. 50 Geo. III. c. 123.

DEAN FOREST—*continued.*

1826—For maintaining an existing Public Railway from the summit of the Hill above Churchway Engine, in the Forest of Dean, to Cinderford Bridge; and for making public a Private Railway from thence to the River Severn, at or near Bullo Pill, all in the county of Gloucester; and for amending an Act of his late Majesty, relating to the said Railways. 7 Geo. IV. c. xlvii.

see also Bullo Pill, Forest of Dean. Lidbrook and Lydney.

DENBIGH COUNTY. *see* Ellesmere.

DEPTFORD CREEK BRIDGE COMPANY. *see* Greenwich and London.

DEPTFORD PIER JUNCTION:

1836—For making a Railway from the London and Greenwich Railway to the Deptford Pier, to be called "The Deptford Pier Junction Railway." 6 & 7 Gul. IV. c. lxiii.

DERBY COUNTY. *see* Cromford to Peak Forest Canal. Mansfield. Peak Forest Canal. Peak Forest Railroad.

DERBY TOWN. *see* Birmingham and Derby Junction. Leeds and Derby. Midland Counties.

DEVON COUNTY. *see* Bristol and Exeter. Dartmoor. Exeter and Crediton. Plymouth and Dartmoor. Taw Vale.

DORSET COUNTY. *see* Portland Island.

DOVER AND LONDON:

1836—For making a Railway from the London and Croydon Railway to Dover, to be called "The South Eastern Railway." 6 & 7 Gul. IV. c. lxxv.

1837—To alter and extend the line of the South Eastern Railway, and to amend the Act relating thereto. 7 Gul. IV. & 1 Vict. c. xciii.

DROGHEDA (Louth). *see* Dublin and Drogheda.

DRY CLOUGH, ROYTON (Lancaster). *see* Manchester and Oldham.

DUBLIN AND DROGHEDA:

1836—For making a Railway from Dublin to Drogheda. 6 & 7 Gul. IV. c. cxxxii.

1837—To alter the line of the Dublin and Drogheda Railway, and to amend the Act relating thereto. 7 Gul. IV. & 1 Vict. c. cvi.

DUBLIN AND KILKENNY:

1837—For making and maintaining a Railway from the city of Dublin to the city of Kilkenny, to be called "The Great Leinster and Munster Railway." 7 Gul. IV. & 1 Vict. c. civ.

DUBLIN TO KINGSTOWN:

1831—For making and maintaining a Railroad from Westland-row, in the city of Dublin, to the head of the Western Pier of the Royal Harbour of Kingstown, in the county of Dublin, with Branches to communicate therewith. 1 & 2 Gul. IV. c. lxix.

1834—For enabling the Dublin and Kingstown Railway Company to make an extension of their present line of Railway, and for altering and amending the Act for making the said Railway. 4 & 5 Gul. IV. c. xxvii.

DUFFRYN LLYNVI TO PWLL CAWL:

1825—For making and maintaining a Railway or Tramroad from or from near to a certain place, called Duffryn Llynvi, in the parish of Llangonoyd, in the county of Glamorgan, to or near to a certain Bay, called Pwll Cawl, otherwise Porth Cawl, in the parish of Newton Nottage, in the same county; and for extending and improving the same Bay, by the erection of a Pier and other suitable Works for that purpose. 6 Geo. IV. c. civ.

1829—To alter, amend, and enlarge the powers of an Act passed in the sixth year of the reign of his present Majesty, for making and maintaining the Duffryn Llynvi and Porth Cawl Railway, and other Works connected therewith. 10 Geo. IV. c. xxxviii.

see also Bridgend.

DYFFWS AND RHIWBRYFDER SLATE QUARRIES (Merioneth). *see* Festiniog.

DULAIS (Glamorgan). *see* Aber Dulais to Cwm Dulais.

DUMBARTON COUNTY. *see* Monkland and Kirkintilloch.

DUNDALK AND BALLYBAY:

1837—For making and maintaining a Railway from the town of Dundalk, in the county of Louth, to the town of Ballybay, in the county of Monaghan. 7 Gul. IV. & 1 Vict. c. xcvi.

DUNDEE AND ARBROATH:

1836—For making and maintaining a Railway from the Royal Burgh of Dundee in the county of Forfar to the Royal Burgh of Arbroath in the same county. 6 & 7 Gul. IV. c. xxxii.

DUNDEE AND NEWTYLE:

1826—For making a Railway from the Royal Burgh and Port of Dundee, in the county of Forfar, to Newtyle in the said county. 7 Geo. IV. c. ci.

1830—To amend an Act for making a Railway from Dundee to Newtyle. 11 Geo. IV. & 1 Gul. IV. c. lx.

1836—To amend the Acts for making a Railway from Dundee, to Newtyle, in the county of Forfar. 6 & 7 Gul. IV. c. cii.

DURHAM CITY. *see* Hartlepool Docks, Harbour, and Railway.

DURHAM COUNTY. *see* Blaydon and Hebburn. Castle Eden and Merrington. Clarence (Durham). Durham and Sunderland. Durham Junction. Gateshead and Monkwearmouth. Hartlepool Docks, Harbour, and Railway. North of England, Great. Stockton and Darlington. Thickley, East, and Frosterley.

DURHAM AND SUNDERLAND:

1834—For incorporating certain persons for the carriage of goods and commodities by means of a Railway from the city of Durham to Sunderland near the sea, with a Branch to join the Hartlepool Railway in the township of Haswell, all in the county of Durham. 4 & 5 Gul. IV. c. xcvi.

1837—To enable the Durham and Sunderland Railway Company to alter a part of the main Line of their Railway, to abandon another part thereof, to make other Branches therefrom; and to amend and enlarge the powers of the Act for incorporating the said Company. 7 Gul. IV. & 1 Vict. c. lxvii.

DURHAM JUNCTION:

1834—For making and maintaining a Railway from the Hartlepool Railway near to Moorsley, to the Stanhope and Tyne Railroad, in the township of Usworth, all in the county of Durham. 4 & 5 Gul. IV. c. lvii.

1837—To authorize the Durham Junction Railway Company to make a Branch Railway from the Durham Junction Railway, to be called, "The Houghton-le-Spring Branch." 7 Gul. IV. & 1 Vict. c. xcvii.

E.

EARDISLEY:

1818—For making a Railway from the Hay Railway near Eardisley, in the county of Hereford, to the Limeworks near Burlinjob, in the county of Radnor. 58 Geo. III. c. lxiii.

see also Brecon.

EASSIE, MUIR OF, (Forfar). *see* Newtyle and Glammis.

EAST PECKHAM (Kent). *see* Medway (Weald of Kent).

EAST THICKLEY (Durham). *see* Thickley, East, and Frosterley.

EASTERN COUNTIES RAILWAY. *see* Norwich and London.

EDEN. *see* Castle Eden and Merrington.

EDINBURGH AND DALKEITH:

1826—For making and maintaining a Railway from Edinburgh to the south side of the river North Esk, near Dalkeith and Newbattle, with Branches therefrom, all in the county of Edinburgh. 7 Geo. IV. c. xcviii.

1829—To enable the Edinburgh and Dalkeith Railway Company to raise a further sum of Money to make a Branch from the said Railway to Leith, and for other purposes relating thereto. 10 Geo. IV. c. cxxii.

1834—To enable the Edinburgh and Dalkeith Railway Company to make a Branch from the said Railway to the town of Dalkeith, and to extend the Leith Branch of the said Railway, and for other purposes relating thereto. 4 & 5 Gul. IV. c. lxxi.

EDINBURGH AND GLASGOW:

1838—For making a Railway from Edinburgh to Glasgow to be called "the Edinburgh and Glasgow Railway," with a Branch to Falkirk. 1 & 2 Vict. c. lviii.

EDINBURGH AND GLASGOW UNION CANAL. *see* Lothian, West.

EDINBURGH, LEITH AND NEWHAVEN:

1836—For making and maintaining a Railway or Railways from the city of Edinburgh to Leith, and to the shore of the Frith of Forth, at or near to Newhaven and Trinity, all in the county of Edinburgh. 6 & 7 Gul. IV. c. cxxxi.

EGG BUCKLAND (Devon). *see* Dartmoor. Plymouth and Dartmoor.

ELLESMERE:

1804—To enable the Company of Proprietors of the Ellesmere Canal to make a Railway from Ruabon Brook to the Ellesmere Canal, at or near the Aqueduct at Pontcysylltee, in the parish of Llangollen, in the county of Denbigh, and also to make several Cuts or Feeders for better supplying the said Canal with Water. 44 Geo. III. c. 54.

ERTH, ST. (Cornwall). *see* Hayle to Helleston.

ESCEIFIOG (Anglesey). *see* Llanfihangel Esceifiog.

ESK, NORTH, RIVER. *see* Edinburgh and Dalkeith.

ESSEX COUNTY. *see* Thames Haven Railway and Dock.

EXETER (Devon.) *see* Bristol and Exeter.

EXETER AND CREDITON:

1832—For making and maintaining a Railway from the Basin of the Exeter Canal, in the parish of St. Thomas the Apostle, in the county of Devon, to the Four Mills in the parish of Crediton, in the said County. 2 & 3 Gul. IV. c. xciii.

F.

FAILSWORTH POLE (Lancaster). *see* Manchester and Oldham.

FALKIRK (Stirling.) *see* Edinburgh and Glasgow.

FEOCK (Cornwall.) *see* Redruth.

FESTINIOG:

1832—For making and maintaining a Railway or Tramroad from a certain Quay at Portmadock in the parish or Ynys-cynhaiarn, in the county of Carnarvon, to certain Slate Quarries called Rhiwbryfder and Dyffws, in the parish of Festiniog, in the county of Merioneth. 2 & 3 Gul. IV. c. xlviii.

1838—For granting further Powers to the Festiniog Railway Company. 1 & 2 Vict. c. lxxx.

FLATS, THE, LLANELLY (Carmarthen). *see* Llanelly to Llanfihangel Aberbythick.

FOREST OF DEAN. *see* Dean Forest.

FORFAR COUNTY. *see* Arbroath and Forfar. Dundee and Arbroath. Dundee and Newtyle. Newtyle and Coupar Angus. Newtyle and Glammis.

FORFAR ROYAL BURGH. *see* Arbroath and Forfar.

FORTH AND CLYDE CANAL (Dumbarton). *see* Monkland and Kirkintilloch.

FOUR MILLS, CREDITON (Devon). *see* Exeter and Crediton.

FREMINGTON (Devon). *see* Taw Vale.

FRITH OF FORTH, *see* Edinburgh, Leith and Newhaven.

FROGHALL (Staffordshire). *see* Trent and Mersey Canal.

FROSTERLEY (Durham). *see* Thickley, East, and Frosterley.

G.

GARIONGILL (Lanark). *see* Garturk and Garion.

GARNKIRK AND GLASGOW:

1826—For making a Railway from the Monkland and Kirkintilloch Railway, by Garnkirk to Glasgow. 7 Geo. IV. c. ciii.

1827—For altering and amending the Garnkirk and Glasgow Railway Act. 7 & 8 Geo. IV. c. lxxxviii.

1830—For amending certain Acts for making the Glasgow and Garnkirk Railway, and for raising a further sum of money. 11 Geo. IV. c. cxxv.

1838—For altering and amending several Acts relating to the Garnkirk and Glasgow Railway, and for enabling the Company to raise a further sum of Money. 1 & 2 Vict. c. lx.

GARTURK AND GARION:

1829—For making a Railway from Chapel, in the parish of Cambusnethan, in the county of Lanark, by Coltness and Gariongill, to join the Monkland and Kirkintilloch Railway, where the same passes through the lands of Coats or Garturk, in the parish of Old Monkland, and county of Lanark. 10 Geo. IV. c. cvii.

see also Wishaw and Coltness.

GATESHEAD AND MONKWEARMOUTH:

1835—For enabling John Brandling and Robert William Brandling, Esquires, to purchase and take leases of lands and hereditaments for the formation of a Railway from Gateshead to South Shields and Monkwearmouth, all in the county palatine of Durham, with Branches therefrom. 5 & 6 Gul. IV. c. lxxxiii.

1836—For incorporating certain persons for carrying into effect the purposes of an Act passed in the fifth and sixth years of the reign of his present Majesty, intituled, "An Act for enabling John Brandling and Robert William Brandling, Esquires, to purchase and take leases of lands and hereditaments for the formation of a Railway from Gateshead to South Shields and Monkwearmouth, all in the county palatine of Durham, with Branches therefrom; and for other purposes." 6 & 7 Gul. IV. c. lvii.

1838—To enable the Brandling Junction Railway Company to raise an additional sum of Money. 1 & 2 Vict. c. xxii.

GELLY GILLE FARM (Carmarthenshire). *see* Llanelly.

GEORGE, ST., PARISH (Dorset). *see* Portland Island.

GLAMMIS, MUIR OF (Forfar). *see* Newtyle and Glammis.

GLAMORGAN COUNTY. *see* Aber Dulais to Cwm Dulais. Bridgend. Duffryn Llynvi to Pwll Cawl. Merthyr Tydvil and Cardiff. Penclawdd. Swansea.

GLASGOW CITY. *see* Edinburgh and Glasgow. Garnkirk and Glasgow.

GLASGOW AND AYR:

1837—For making a Railway from Glasgow to Paisley and Ayr, and from a point on the said Railway near Blairland to Kilmarnock, to be called "The Glasgow, Paisley, Kilmarnock and Ayr Railway," with Branches. 7 Gul. IV. & 1 Vict. c. cxvii.

GLASGOW AND EDINBURGH UNION CANAL. *see* Lothian, West.

GLASGOW, PAISLEY AND ARDROSSAN CANAL COMPANY. *see* Johnstone and Ardrossan.

GLASGOW, PAISLEY AND GREENOCK:

1837—For making and maintaining a Railway from Glasgow to Greenock, by Paisley and Port Glasgow, to be called "The Glasgow, Paisley and Greenock Railway." 7 Gul. IV. & 1 Vict. c. cxvi.

GLODDFARLON SLATE QUARRY (Carnarvonshire). *see* Llanllyfin and Carnarvon.

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Alphabetical Index to Railway Acts.

GLOUCESTER CITY. *see* Birmingham and Gloucester. Cheltenham and Gloucester. Cheltenham and Great Western Union.

GLOUCESTER COUNTY. *see* Avon and Gloucestershire. Bristol and Gloucestershire. Bullo Pill Forest of Dean. Cheltenham and Gloucester. Dean Forest. Lidbrook and Lydney. Severn and Wye. Stratford upon-Avon to Moreton-in-the-Marsh.

GODSTONE GREEN (Surrey). *see* Croydon.

GOVAN (Lanark). *see* Polloc and Govan.

GRAND JUNCTION:

1833—For making a Railway from the Warrington and Newton Railway at Warrington, in the county of Lancaster, to Birmingham, in the county of Warwick, to be called "The Grand Junction Railway." 3 & 4 Gul. IV. c. xxxiv.

1834—To enable the Grand Junction Railway Company to alter and extend the Line of such Railway, and to make a Branch therefrom to Wolverhampton, in the county of Stafford; and for other purposes relating thereto. 4 & 5 Gul. IV. c. lv.

1835—For incorporating the Warrington and Newton Railway with the Grand Junction Railway, and for extending to the said first-mentioned Railway the provisions of the several Acts of Parliament relating to the said last-mentioned Railway, and for other purposes relating thereto. 5 & 6 Gul. IV. c. viii.

1835—To enable the Grand Junction Railway Company to alter the Line of such Railway, and to make two Branches therefrom, in the county of Stafford, and for other purposes relating thereto. 5 & 6 Gul. IV. c. ix.

1838—To alter, amend, extend and enlarge the powers and provisions of the several Acts relating to the Grand Junction Railway, and for other purposes connected therewith. 1 & 2 Vict. c. lix.

see also Chester and Crewe. Manchester and Birmingham.

GRAND JUNCTIONS. *see* London Grand Junction. Manchester and Birmingham.

GREASBOROUGH CANAL (West Riding of York). *see* Sheffield and Rotherham.

GREAT LEINSTER AND MUNSTER RAILWAY. *see* Dublin and Kilkenny.

GREAT NORTH OF ENGLAND. *see* North of England, Great.

GREAT WESTERN. *see* Western, Great.

GREAT WESTERN UNION. *see* Cheltenham and Great Western Union.

GREENOCK (Renfrew). *see* Glasgow, Paisley, and Greenock.

GREENWICH AND LONDON:

1833—For making a Railway from London to Greenwich. 3 & 4 Gul. IV. c. xlvi.

1837—To enlarge the Powers of an Act, passed in the third year of the reign of his present Majesty, intituled "An Act for making a Railway from London to Greenwich." 7 Gul. IV. & 1 Vict. c. l.

1837—To enable the London and Greenwich Railway Company to take certain Tolls for Passengers, Cattle, and Carriages, crossing the River Ravensbourne, in pursuance of an Agreement entered into with the Deptford Creek Bridge Company. 7 Gul. IV. & 1 Vict. c. cxx.

1838—For extending the Time for completing the London and Greenwich Railway. 1 & 2 Vict. c. iv.

see also Croydon and London. Deptford Pier Junction.

GROSMONT RAILWAY. *see* Hereford.

GWENNAP (Cornwall). *see* Hayle to Helleston.

H.

HARTLEPOOL DOCKS, HARBOUR, AND RAILWAY (Durham):

1832—For making and maintaining Wet Docks in the Port of Hartlepool, and a Railway from the said Docks into the Township of Moorsley, with certain Branches therefrom, all in the county of Durham. 2 & 3 Gul. IV. c. lxvii.

HARTLEPOOL DOCKS, HARBOUR, AND RAILWAY—*continued.*

1834—To enable the Hartlepool Dock and Railway Company to make a new Branch of Railway to the City of Durham, and for amending an Act of the 2d year of his present Majesty relative to the Hartlepool Railway. 4 & 5 Gul. IV. c. lvi.

see also Castle Eden and Merrington. Durham and Sunderland. Durham Junction.

HASWELL (Durham). *see* Durham and Sunderland.

HAVERTON HILL (Durham). *see* Clarence (Durham).

HAY AND BRECON:

1812—For enabling the Company of Proprietors of the Hay Railway to amend, vary, and extend the Line of the said Railway; and for altering and enlarging the Powers of an Act, passed in the 51st year of the reign of his present Majesty, for making and maintaining the said Railway. 52 Geo. III. c. 106.

see also Brecon. Eardisley.

HAYLE TO HELLESTON:

1834—For making and maintaining a Railway from Hayle, in the parish of St. Erth, in the county of Cornwall, to Tresavean Mine, in the parish of Gwennap, in the said county, with several Branches therefrom. 4 & 5 Gul. IV. c. lxviii.

1836—To enable the Hayle Railway Company to make certain Alterations in the Lines of such Railway, and for other purposes relating thereto. 6 & 7 Gul. IV. c. cx.

HEBBURN (Durham). *see* Blaydon and Hebburn.

HECKBRIDGE AND WENTBRIDGE:

1826—For making and maintaining a Railway or Tramroad from Heckbridge, in the parish of Snaith, to Wentbridge in the parish of Kirk Smeaton, all in the West Riding of the county of York. 7 Geo. IV. c. xlvi.

1827—To amend and enlarge the Powers and Provisions of an Act relating to the Heckbridge and Wentbridge Railway. 7 & 8 Geo. IV. c. xx.

HEIGHINGTON (Durham). *see* Clarence (Durham).

HELEN'S, ST., AND RUNCORN GAP:

1830—For making a Railway from the Cowley-hill Colliery, in the parish of Prescot, to Runcorn Gap in the same parish (with several Branches therefrom), all in the county palatine of Lancaster; and for constructing a Wet Dock at the termination of the said Railway at Runcorn Gap aforesaid. 11 Geo. IV. & 1 Gul. IV. c. lxi.

1834—To enlarge and amend the Powers and Provisions of an Act relating to the St. Helen's and Runcorn Gap Railway Company. 4 & 5 Gul. IV. c. iii.

1838—To enable the St. Helen's and Runcorn Gap Railway Company to raise a further sum of Money, and for amending the Provisions of the several Acts relating to such Railway. 1 & 2 Vict. c. xxi.

HELLESTON (Cornwall). *see* Hayle to Helleston.

HENNIS BRIDGE, WIGAN (Lancashire). *see* Leeds and Liverpool Canal.

HEREFORD:

1826—For making and maintaining a Tramroad or Railway from the end of the Grosmont Railway, at Monmouth Cap, in the parish of Llangua in the county of Monmouth, to the Wye Bridge, in the parish of St. Martin, within the liberties of the city of Hereford. 7 Geo. IV. ch. c.

HEREFORD CITY. *see* Llanfihangel Crucorney.

HEREFORD COUNTY. *see* Brecon. Eardisley. Hay and Brecon. Hereford.

HOLSDEN GREEN (Middlesex). *see* Birmingham, Bristol, and Thames Junction.

HOUGHTON-LE-SPRING BRANCH (Durham). *see* Durham Junction.

HOWLER SLADE (Gloucestershire). *see* Dean Forest.

HULL. *see* Kingston-upon-Hull and Selby.

HURWORTH AND YORK:

1837—To enable "The Great North of England Railway Company" to extend the Line of their Railway, and to make two Branches therefrom; and for other purposes relating thereto. 7 Gul. IV. & 1 Vict. c. cii.

I.

IPSWICH (Suffolk). *see* Norwich and London.

J.

JOHN, ST., THE EVANGELIST (Brecon). *see* Brecon.

JOHNSTONE AND ARDROSSAN:

1827—To amend an Act of the Forty-sixth year of the reign of his late Majesty, incorporating the Glasgow, Paisley, and Ardrossan Canal Company; and to empower the said Company to form a Railway from Johnstone, in the county of Renfrew, to Ardrossan in the county of Ayr; and certain Branch Railways communicating therewith. 7 & 8 Geo. IV. c. lxxxvii.

JUNCTION RAILWAYS. *see* Birmingham, Bristol, and Thames Junction. Birmingham and Derby Junction. Deptford Pier Junction. Durham Junction. Cheltenham and Great Western Union. Grand Junction, The. London Grand Junction.

K.

KELSO (Roxburgh). *see* Berwick-upon-Tweed.

KENSINGTON (Middlesex). *see* Birmingham, Bristol, and Thames Junction.

KENT, COUNTY OF. *see* Canterbury and Whitstable. Dover and London. Greenwich and London. Medway (Weald of Kent).

KENYON AND WEST LEIGH:

1839—For making a Railway from the Bolton and Leigh Railway, in the township of West Leigh, to the Liverpool and Manchester Railway, in the township of Kenyon, with a Branch therefrom, in the county of Lancaster. 10 Geo. IV. c. xxxvi.

KIDWELLY:

1812—For the improvement of the Harbour of Kidwelly, and for making and maintaining a navigable Canal, or Tramroads in Kidwelly and Llanelly, and other parishes therein mentioned, in the county of Carmarthen. 52 Geo. III c. 173.

1818—To explain and amend an Act of the Fifty-second year of his present Majesty, intituled an Act for the Improvement of the Harbour of Kidwelly, and for making and maintaining a navigable Canal or Tramroads in Kidwelly and Llanelly, and other parishes therein mentioned, in the county of Carmarthen; and to alter and enlarge the Powers thereof. 58 Geo. III. c. lxxv.

KILKENNY CITY. *see* Dublin and Kilkenny.

KILMARNOCK (Ayr). *see* Glasgow and Ayr.

KILMARNOCK AND TROON:

1808—For making a Railway from or near to the town of Kilmarnock, in the county of Ayr, to a place called The Troon, in the said county. 48 Geo. III. c. 46.

1837—To enable the Kilmarnock and Troon Railway Company to raise a further sum of Money; to alter and amend the Line of the said Railway; and for other purposes relating thereto. 7 Gul. IV. & 1 Vict. c. cv.

KINGSTON-UPON-HULL AND SELBY:

1836—For making a Railway from Kingston-upon-Hull to Selby. 6 & 7 Gul. IV. c. lxxx.

KINGSTOWN HARBOUR (Dublin). *see* Dublin and Kingstown.

KIPPS, OR KIPPBYRES (Lanark). *see* Ballochney.

KIRKINTILLOCH (Dumbarton). *see* Ballochney. Garnkirk and Glasgow. Monkland and Kirkintilloch.

KIRK SMEATON (West Riding of York). *see* Heckbridge and Wentbridge.

KNAPP TOLL GATE (Gloucestershire). *see* Cheltenham.

L.

LALESTON (Glamorgan). *see* Bridgend.

LANARK COUNTY. *see* Ballochney. Garnkirk and Glasgow. Garturk and Garion. Lothian, West. Monkland and Kirkintilloch. Polloc and Govan. Rutherglen. Slamannan. Wishaw and Coltness.

LANCASTER COUNTY. *see* Bolton and Leigh. Bolton and Preston. Grand Junction. Helen's, St., and Runcorn Gap. Kenyon and Leigh. Lancaster and Preston. Leeds and Liverpool Canal. Liverpool and Manchester. Manchester and Leeds. Manchester and Oldham. Preston and Longridge. Preston and Wigan. Preston and Wyre. Sheffield and Manchester. Warrington and Newton. Wigan.

LANCASTER AND PRESTON:

1837—For making and maintaining a Railway from the town of Lancaster to the town of Preston, in the county palatine of Lancaster. 7 Gul. 4 & 1 Vict. c. xxii.

LANRIDIAN (Glamorgan). *see* Penclawdd.

LAUNCESTON (Cornwall). *see* Tremoutha Harbour and Railway.

LECKHAMPTON (Gloucestershire). *see* Cheltenham.

LEEDS AND DERBY:

1836—For making a Railway from Leeds to Derby, to be called "The North Midland Railway." 6 & 7 Gul. IV. c. cvii.

1837—To enable the North Midland Railway Company to alter the Line of the said Railway, and also to make two Branches to communicate with the same. 7 Gul. IV. & 1 Vict. c. xxiii.

LEEDS AND LIVERPOOL CANAL:

1819—To enable the Company of Proprietors of the Canal Navigation from Leeds to Liverpool to make a navigable Cut, and also a collateral Branch or Railway, from their said Canal at Hennis Bridge, near Wigan, to join the Duke of Bridgewater's Canal at Leigh, all in the county palatine of Lancaster; and to amend the several Acts relating to the said Leeds and Liverpool Canal, and an Act for making the Rochdale Canal, so far as relates to certain powers therein given to the late Duke of Bridgewater. 59 Geo. III. c. cv.

see also Bolton and Leigh.

LEEDS AND MANCHESTER. *see* Manchester and Leeds.

LEEDS AND SELBY:

1830—For making a Railway from the town of Leeds to the River Ouse, within the parish of Selby, in the West Riding of the county of York. 11 Geo. IV. & 1 Gul. IV. c. lix.

1835—To enable the Leeds and Selby Railway Company to improve the Line of the said Railway, and for amending and enlarging the Powers and Provisions of an Act relating to such Railway. 5 & 6 Gul. IV. c. lvii.

LEICESTER BOROUGH (Leicestershire). *see* Midland Counties.

LEICESTER AND SWANNINGTON:

1830—For making and maintaining a Railway or Tramroad from the River Soar, near the West Bridge, in or near the borough of Leicester, to Swannington, in the county of Leicester, and four Branches therefrom. 11 Geo. IV. & 1 Gul. IV. c. lviii.

1833—To enable the Company of Proprietors of the Leicester and Swannington Railway to execute additional Works and Branches, and for altering and amending the Powers of the Act relating to the said Railway. 3 & 4 Gul. IV. c. lxix.

1837—To enable the Leicester and Swannington Railway Company to raise a further sum of Money. 7 Gul. IV. & 1 Vict. c. lxvi.

LEIGH (Lancashire). *see* Bolton and Leigh. Leeds and Liverpool Canal.

LEIGH, WEST (Lancaster). *see* Kenyon and West Leigh.

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Alphabetical Index to Railway Acts.

LEINSTER AND MUNSTER GREAT RAILWAY. *see* Dublin and Kilkenny.

LEITH. *see* Edinburgh and Dalkeith. Edinburgh, Leith and Newhaven.

LEWES (Sussex). *see* Brighton.

LIDBROOK AND LYDNEY:

1809—For making and maintaining a Railway from the River Wye, at or near to a place called Lidbrook, in the parish of Ruardean, in the county of Gloucester, to or near to a place called the Lower Forge, below Newern, in the parish of Lydney, in the said county; and for making other Railways therein mentioned, in the Forest of Dean, in the county of Gloucester. 49 Geo. III. c. 159.

1810—To alter and amend the Lydney and Lidbrook Railway Act, to vary certain parts of the said Railway, and to extend the same from Lidbrook to Bishop's Wood, and from the Lower Forge to the Cross Pill; and for making a Basin and Canal to communicate with the River Severn at Nass Point. 50 Geo. III. c. 215.

see also Severn and Wye Railway and Canal.

LIMERICK TO CARRICK:

1826—For making and maintaining a Railway or Tramroad from the City of Limerick to the Town of Carrick, in the county of Tipperary, with several Branches therefrom, in the county of Tipperary aforesaid, and in the county of the city of Waterford. 7 Geo. IV. c. cxxxix.

LINLITHGOW COUNTY. *see* Lothian, West. Slamannan.

LIVERPOOL (Lancaster). *see* Leeds and Liverpool Canal.

LIVERPOOL AND MANCHESTER:

1826—For making and maintaining a Railway or Tramroad from the Town of Liverpool to the Town of Manchester, with certain Branches therefrom, all in the county of Lancaster. 7 Geo. IV. c. xlix.

1827—For amending and enlarging the Powers and Provisions of an Act relating to the Liverpool and Manchester Railway. 7 & 8 Geo. IV. c. xxi.

1828—To enable the Company of Proprietors of the Liverpool and Manchester Railway to alter the Line of the said Railway, and for amending and enlarging the Powers and Provisions of the several Acts relating thereto. 9 Geo. IV. c. vii.

1829—For enabling the Liverpool and Manchester Railway Company to make an Alteration in the Line of the said Railway, and for amending and enlarging the Powers and Provisions of the several Acts relating thereto. 10 Geo. IV. c. xxxv.

1830-1—For amending and enlarging the Powers and Provisions of the several Acts relating to the Liverpool and Manchester Railway. 1 Gul. IV. c. li.

1832—For enabling the Liverpool and Manchester Railway Company to make a Branch Railway, and for amending and enlarging the Powers and Provisions of the several Acts relating to such Railway. 2 & 3 Gul. IV. c. xlvi.

1837—For enabling the Liverpool and Manchester Railway Company to raise more Money, and for amending and enlarging the Powers and Provisions of the several Acts relating to the said Railway. 7 Gul. IV. & 1 Vict. c. xxvii.

see also Kenyon and West Leigh. Warrington and Newton. Wigan.

LLANBEDRGOCH (Anglesey). *see* Llanfihangel Esceifiog.

LLANDWROG (Carnarvon). *see* Llanllyfin and Carnarvon.

LLANELLY:

1828—For making and maintaining aRailway or Tramroad from Gelly Gille Farm, in the parish of Llanelly, in the county of Carmarthen, to Machynis Pool, in the same parish and county; and for making and maintaining a Wet Dock at the termination of the said Railway or Tramroad at Machynis Pool aforesaid. 9 Geo. IV. c. xci.

1833—To alter, amend, and enlarge the Powers of an Act passed in the ninth year of the reign of his late Majesty King George the Fourth, for making and maintaining a Railway or Tramroad from Gelly Gille Farm, in the parish of Llanelly, in the county of Carmarthen, to Machynis Pool, in the same parish and county, and for making and maintaining a Wet Dock at the termination of the said Railway or Tramroad at Machynis Pool aforesaid. 3 & 4 Gul. IV. c. lii.

LLANELLY—*continued.*

1835—To authorize the Llanelly Railway and Dock Company to make certain additional Railways or Tramroads, and for other purposes connected therewith. 5 & 6 Gul. IV. c. xcvi.

see also Kidwelly.

LLANELLY TO LLANFIHANGEL ABERBYTHICK:

1802—For making and maintaining a Railway or Tramroad from, or from near a certain place, called The Flats, in the parish of Llanelly, in the county of Carmarthen, to or near to certain lime rocks, called Castell-y-Garreg, in the parish of Llanfihangel Aberbythick, in the said county; and for making and maintaining a Dock or Basin at the termination of the said Railway or Tramroad, at or near the said place, called The Flats. 42 Geo. III. c. 80.

see also Carmarthenshire Railway Company.

LLANFIHANGEL ABERBYTHICK (Carmarthen). *see* Llanelly to Llanfihangel Aberbythick.

LLANFIHANGEL CRUCORNEY:

1812—For making and maintaining a Railway from the end of the Llanvihangel Railway, in the parish of Llanvihangel Crucorney, in the county of Monmouth, to or near to the twelfth mile stone in the road leading from the town of Abergavenny, in the county of Monmouth, to the city of Hereford. 52 Geo. III. c. 107.

LLANFIHANGEL ESCEIFIOG:

1812—For making and maintaining a Railway from Penrhynmaur, in the parish of Llanvihangel Esceifiog, to Red Wharf, in the parish of Llanbedrgoch, in the county of Anglesey; and also a Dock, in the parish of Llanbedrgoch. 52 Geo. III. c. 142.

LLANGOLLEN (Denbigh). *see* Ellesmere.

LLANGONOYD (Glamorganshire). *see* Duffryn Llynvi to Pwll Cawl.

LLANGUA (Monmouth). *see* Hereford.

LLANLLYFIN AND CARNARVON:

1825—For making and maintaining a Railway or Tramroad from or near a certain slate quarry, called Gloddfarlon, in the parish of Llandwrog, in the county of Carnarvon, to the town and port of Carnarvon in the same county. 6 Geo. IV. c. lxiii.

see also Nantlle.

LLANRIDIAN (Glamorgan). *see* Penclawdd.

LLANVIHANGEL CRUCORNEY (Monmouth). *see* Brecknock and Abergavenny.

LLANWENARTH (Monmouth). *see* Brecknock and Abergavenny.

LONDON. *see* Birmingham and London. Blackwall Commercial and London. Cambridge and London. Croydon and London. Dover and London. Greenwich and London. Norwich and London. Southampton and London. Western, Great.

LONDON GRAND JUNCTION:

1836—For making a Railway to join the London and Birmingham Railway, at or near the Regent's Canal, in the parish of St. Pancras, in the county of Middlesex, and proceed from thence to Skinner-street, in the city of London, to be called "The London Grand Junction Railway." 6 & 7 Gul. IV. c. civ.

LONGRIDGE (Lancashire). *see* Preston and Longridge.

LOTHIAN, WEST:

1825—For making and maintaining a Railway from the Edinburgh and Glasgow Union Canal, at or near Ryal, in the parish of Uphall, to Whitburn and other places in the counties of Linlithgow and Lanark. 6 Geo. IV. c. clxix.

LOUGHOR (Glamorgan). *see* Penclawdd.

LOUTH COUNTY. *see* Dundalk and Ballybay.

LOWER FORGE, LYDNEY (Gloucestershire). *see* Lidbrook and Lydney.

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Alphabetical Index to Railway Acts.

LYDFORD (Devon). *see* Dartmoor.

LYDNEY (Gloucester). *see* Lidbrook and Lydney.

M.

MACHYNIS POOL (Carmarthenshire). *see* Llanelly.

MAMHILAD:

1814—For making and maintaining a Tramroad or Railway from the parish of Mamhilad, in the county of Monmouth, to or near Usk Bridge, in the said county. 54 Geo. III. c. 101.

MANCHESTER (Lancashire). *see* Liverpool and Manchester. Sheffield and Manchester.

MANCHESTER AND BIRMINGHAM:

1837—For making a Railway from Manchester to join the Grand Junction Railway in the parish of Chebsey, in the county of Stafford, to be called "The Manchester and Birmingham Railway," with certain Branches therefrom. 7 Gul. IV. & 1 Vict. c. lxix.

MANCHESTER AND LEEDS:

1836—For making a Railway from Manchester to Leeds. 6 & 7 Gul. IV. c. cxi.

1837—For enabling the Manchester and Leeds Railway Company to vary the Line of such Railway, and for amending and enlarging the Powers and Provisions of the Act relating thereto. 7 Gul. IV. & 1 Vict. c. xxiv.

MANCHESTER AND OLDHAM:

1826—For making and maintaining a Railway or Tramroad from Manchester to Oldham, with a Branch from Failsworth Pole, to or near to Dry Clough, in the township of Royton, all in the county palatine of Lancaster. 7 Geo. IV. c. xcix.

MANCHESTER, BOLTON, AND BURY:

1831—To enable the Company of Proprietors of the Canal Navigation from Manchester to Bolton and to Bury to make and maintain a Railway from Manchester to Bolton and to Bury, in the county palatine of Lancaster, upon or near the Line of the said Canal Navigation, and to make and maintain a collateral Branch to communicate therewith. 1 & 2 Gul. IV. c. lx.

1832—To enable the Company of Proprietors of the Manchester, Bolton, and Bury Canal Navigation and Railway, to alter some parts of the said Canal Navigation, to alter and amend the Line of the said Railway, to make further collateral Branches thereto; and for amending the Powers and Provisions of the Act relating to the said Canal and Railway. 2 & 3 Gul. IV. c. lxix.

1835—To amend the Acts relating to the Manchester, Bolton, and Bury Canal Navigation and Railway, and to make a Branch Railway to Bolton. 5 & 6 Gul. IV. c. xxx.

1838—For enabling the Company of Proprietors of the Manchester, Bolton, and Bury Canal Navigation and Railway to raise more Money; and for amending the Powers and Provisions of the several Acts relating thereto. 1 & 2 Vict. c. xxv.

see also Bolton and Leigh.

MANGOTSFIELD (Gloucester). *see* Avon and Gloucestershire.

MANSFIELD:

1817—For making and maintaining a Railway, or Tramroad from Bull's Head Lane, in the parish of Mansfield in the county of Nottingham, to communicate with the Cromford Canal at Pinxton Basin, in the parish of Pinxton, in the county of Derby. 57 Geo. III. c. xxxvii.

MARTIN, ST., PARISH (Hereford). *see* Hereford.

MARYPORT and CARLISLE:

1837—For making a Railway from the town and port of Maryport to the borough of Carlisle, to be called "The Maryport and Carlisle Railway." 7 Gul IV. & 1 Vict. c. ci.

MEDWAY (Weald of Kent):

1812—For making and maintaining a Navigable Canal from the River Medway, near Brandbridge, in the parish of East Peckham, in the county of Kent, to extend to and unite with the Royal Military Canal, in the parish of Appledore, in the said county; and also certain Navigable Branches and Railways from the said intended Canal. 52 Geo III. c. 70.

MERIONETH COUNTY. *see* Festiniog.

MERRINGTON (Durham). *see* Castle Eden and Merrington.

MERSEY RIVER. *see* Trent and Mersey Canal.

MERSTHAM (Surrey). *see* Croydon.

MERTHYR TYDVIL AND CARDIFF:

1836—For making a Railway from Merthyr Tydvil to Cardiff, to be called "The Taff Vale Railway" with Branches, 6 & 7 Gul. IV. c. lxxxii.

1837—To enable the Taff Vale Railway Company to alter the Line of the said Railway and the Act relating thereto, and to make additional Branches. 7 Gul. IV. & 1 Vict. c. lxx.

MIDDLESEX. *see* Birmingham, Bristol and Thames Junction. London Grand Junction.

MIDLAND COUNTIES:

1836—For making a Railway with Branches, commencing at the London and Birmingham Railway, in the parish of Rugby, in the county of Warwick, to communicate with the towns of Leicester, Nottingham and Derby, to be called "The Midland Counties Railway." 6 & 7 Gul. IV. c. lxxviii.

1838—For amending and enlarging the Provisions of the Act relating to the Midland Counties Railway, and for making a Branch therefrom to the town of Mountsorrell, in the county of Leicester. 1 & 2 Vict. c. lvii.

MIDLAND, NORTH. *see* York and North Midland.

MINORIES, THE, (in the City of London). *see* Blackwall Commercial and London.

MONAGHAN COUNTY. *see* Dundalk and Ballybay.

MONKLAND AND KIRKINTILLOCH:

1824—For making a Railway from Palace Craig, in the parish of Old Monkland, in the county of Lanark, to the Forth and Clyde Canal near Kirkintilloch, in the county of Dumbarton. 5 Geo IV. c. xlix.

1833—For making two Branch Railways from the Monkland and Kirkintilloch Railway; and for altering, amending, and enlarging the Powers of an Act of the fifth year of his late Majesty for making the said Railway. 3 & 4 Gul. IV. c. cxiv.

see also Ballochney. Garnkirk and Glasgow. Garturk and Garion.

MONKLAND, NEW, (Lanark). *see* Ballochney.

MONKLAND, OLD, (Lanark). *see* Garturk and Garion.

MONKWEARMOUTH (Durham). *see* Gateshead and Monkwearmouth.

MONMOUTH CAP, LLANGUA (Monmouth). *see* Hereford.

MONMOUTH COUNTY. *see* Brecknock and Abergavenny. Hereford. Llanfihangel Crucorney. Mamhilad. Rumney Iron Works to Sirhowy Railway.

MONMOUTH TOWN. *see* Dean Forest.

MONMOUTHSHIRE CANAL NAVIGATION:

1802—For making and maintaining certain Railways to communicate with the Monmouthshire Canal Navigation, and for enabling the Company of Proprietors of that Navigation to raise a further sum of Money to complete their Undertaking; and for explaining and amending the Acts passed in the thirty-second and thirty-seventh years of his present Majesty's reign, relating thereto. 42 Geo. III. c. 115.

MOORSLEY (Durham). *see* Durham Junction. Hartlepool Docks, Harbour and Railway.

MORETON-IN-THE-MARSH (Gloucester). *see* Stratford-upon-Avon to Moreton-in-the-Marsh.

MOUNTSORREL (Leicester). *see* Midland Counties.

MUNSTER AND LEINSTER RAILWAY. *see* Dublin and Kilkenny.

N.

NANTLLE:

1827—For enabling the Company of Proprietors of the Nantlle Railway to raise a further sum of Money for completing the said Railway and other Works. 7 & 8 Geo. IV. c. iii.

1828—For extending the time for completing the Nantlle Railway and other Works connected therewith, in the county of Carnarvon. 9 Geo. IV. c. lxii.

see also Llanllyfin and Carnarvon.

NASS POINT (Gloucester). *see* Lidbrook and Lydney.

NEATH-JUXTA-CADOXTON (Glamorgan). *see* Aber Dulais to Cwm Dulais.

NEW MONKLAND (Lanark). *see* Ballochney.

NEWBATTLE (Edinburgh). *see* Edinburgh and Dalkeith.

NEWCASTLE TO CARLISLE:

1829—For making and maintaining a Railway or Tramroad from the town of Newcastle-upon-Tyne, in the county of the town of Newcastle-upon-Tyne, to the city of Carlisle, in the county of Cumberland, with a Branch thereout. 10 Geo. IV. c. lxxii.

1832—To accelerate the raising, by the Newcastle-upon-Tyne and Carlisle Railway Company, of a certain Sum for the more speedy prosecution of the Undertaking. 2 & 3 Gul. IV. c. xcii.

1835—To authorize the Newcastle-upon-Tyne and Carlisle Railway Company to make an additional Branch Railway or Tramroad, and for other purposes connected with their Undertaking. 5 & 6 Gul. IV. c. xxxi.

1838—To authorize the Newcastle-upon-Tyne and Carlisle Railway Company to raise an additional sum of Money for the purposes of their Undertaking. 1 & 2 Vict. c. xxiii.

NEWCASTLE AND NORTH SHIELDS:

1836—For making and maintaining a Railway from the town of Newcastle-upon-Tyne, in the county of the town of Newcastle-upon-Tyne, to North Shields, in the county of Northumberland, with a Branch thereout in the county of Northumberland. 6 & 7 Gul. IV. c. lxxvi.

NEWERN (Gloucestershire). *see* Lidbrook and Lydney.

NEWHAVEN (Edinburgh). *see* Edinburgh, Leith and Newhaven.

WHAVEN (Sussex). *see* Brighton.

NEWTON (Lancashire). *see* Grand Junction. Warrington and Newton. Wigan.

NEWTON NOTTAGE (Glamorganshire). *see* Duffryn Llynvi to Pwll Cawl.

NEWTYLE (Forfar). *see* Dundee and Newtyle.

NEWTYLE AND COUPAR ANGUS:

1835—For making and maintaining a Railway from Newtyle to Coupar Angus, in the county of Forfar. 5 & 6 Gul. IV. c. lxxxiv.

1838—To enable the Newtyle and Coupar Angus Railway Company to raise a further sum of Money. 1 & 2 Vict. c. lxi.

NEWTYLE AND GLAMMIS:

1835—For making and maintaining a Railway from Newtyle to the Muir of Eassie, and from thence to the Muir of Glammis, in the county of Forfar. 5 & 6 Gul. IV. c. xcii.

NORHAM (Durham). *see* Berwick-upon-Tweed.

NORTH ESK RIVER. *see* Edinburgh and Dalkeith.

NORTH MIDLAND RAILWAY. *see* Leeds to Derby. York and North Midland.

NORTH OF ENGLAND, GREAT:

1836—For making a Railway from near the River Tyne to or near the River Tees, to be called "The Great North of England Railway," in the county of Durham. 6 & 7 Gul. IV. c. cv.

see also Blaydon and Hebburn. Castle Eden and Merrington. Hurworth and York.

NORTH SHIELDS (Northumberland). *see* Newcastle and North Shields.

NORTHUMBERLAND COUNTY. *see* Newcastle and North Shields.

NORWICH AND LONDON:

1836—For making a Railway from London to Norwich and Yarmouth, by Romford, Chelmsford, Colchester, and Ipswich, to be called "The Eastern Counties Railway." 6 & 7 Gul. IV. c. cvi.

1838—To amend and enlarge the Powers and Provisions of the Act relating to the Eastern Counties Railway. 1 & 2 Vict. c. lxxxi.

NOTTINGHAM COUNTY. *see* Mansfield.

NOTTINGHAM TOWN. *see* Midland Counties.

O.

OLAVE, ST., PARISH, SOUTHWARK (Surrey). *see* Croydon and London.

OLD MONKLAND (Lanark). *see* Garturk and Garion. Monkland and Kirkintilloch.

OLDHAM (Lancaster). *see* Manchester and Oldham.

OUSE RIVER (West Riding of York). *see* Leeds and Selby.

OYSTERMOUTH (Glamorgan). *see* Swansea.

P.

PAISLEY:

1835—For making and maintaining a Railway between the town of Paisley and the south-side of the River Clyde at Renfrew Ferry, and for constructing Wharfs, Quays, or Landing Places there, all in the county of Renfrew. 5 & 6 Gul. IV. c. lxxxv.

PAISLEY (Renfrew). *see* Glasgow and Ayr. Glasgow, Paisley, and Greenock.

PAISLEY, ARDROSSAN, AND GLASGOW CANAL COMPANY. *see* Johnstone and Ardrossan.

PALACE CRAIG, OLD MONKLAND (Lanark). *see* Monkland and Kirkintilloch.

PANCRAS, ST., PARISH (Middlesex). *see* London Grand Junction.

PARTON CROSS (Hereford). *see* Brecon.

PASSAGE, TOWN OF (Cork). *see* Cork and Passage.

PEAK FOREST CANAL:

1805—For enabling the Company of Proprietors of the Peak Forest Canal more effectually to provide for the discharge of their Debts, and to complete the said Canal, and the Cut, Railways, or Stone Roads, and other Works thereof. 45 Geo. III. c. 12.

see also Cromford to Peak Forest Canal.

PEAK FOREST RAILWAY:

1816—For making and maintaining a Railway or Tramroad from Peak Forest to Beard, and from Peak Forest aforesaid to or near to Woodlands, all in the county of Derby. 56 Geo. III. c. xxix.

PECKHAM, EAST (Kent). *see* Medway (Weald of Kent).

PEMBROKE COUNTY. *see* Saundersfoot.

PENCLAWDD:

1811—For making and maintaining a Navigable Canal, and a Railway or Tramroad from the River Burry, at or near the village of Penclawdd, in the parish of Lanridian, into the township or borough of Loughor, and divers Branches therefrom, all in the county of Glamorgan. 51 Geo. III. c. 106.

PENHILL (Devon). *see* Taw Vale.

PENRHYNMAUR (Anglesey). *see* Llanfihangel Esceifiog.

PICKERING (North Riding of York). *see* Whitby and Pickering.

Appendix, No. 30.

Alphabetical Index to Railway Acts.

PINXTON BASIN (Derby). *see* Mansfield.

PITLAKE MEADOW (Croydon). *see* Croydon.

PLYMOUTH AND DARTMOOR:

1820—For making a Branch Railway or Tramroad from a place called Crabtree, in the parish of Egg Buckland, to certain Lime Works at a place called Catdown, and from thence to Sutton Pool, in the parish of Charles, all in the county of Devon, to communicate with the Plymouth and Dartmoor Railway at Crabtree aforesaid. 1 Geo. IV. c. liv.

1821—To authorize the Plymouth and Dartmoor Railway Company to vary the Line of a certain part of the said Railway, and to amend the Acts passed for making the said Railway. 1 & 2 Geo. IV. c. cxxv.

see also Dartmoor.

POINT QUAY (Cornwall). *see* Redruth.

POLLOC AND GOVAN:

1830—For making and maintaining a Railway from the Lands of Polloc and Govan to the River Clyde, at the Harbour of Broomielaw, in the county of Lanark, with a Branch to communicate therefrom. 11 Geo. IV. & 1 Gul. IV. c. lxii.

1831—For amending an Act, passed in the 11th year of the reign of his late Majesty King George the Fourth, for making and maintaining a Railway from the Lands of Polloc and Govan to the River Clyde; and to alter and extend the Powers of the Company of Proprietors of the said Railway. 1 & 2 Gul. IV c. lviii.

1837—To continue, for certain purposes, the Powers of two Acts for making and maintaining the Polloc and Govan Railway. 7 Gul. IV. & 1 Vict. c. cxviii.

PONTCYSYLLTEE (Denbigh). *see* Ellesmere.

PORT GLASGOW (Renfrew). *see* Glasgow, Paisley, and Greenock.

PORTLAND ISLAND:

1825—For making and maintaining a Railway or Tramroad in the Parish of St. George, in the Island of Portland, in the county of Dorset. 6 Geo. IV. c. cxxi.

PORTMADOCK (Carnarvon). *see* Festiniog.

PORTH CAWL BAY, NEWTON NOTTAGE (Glamorganshire). *see* Duffryn Llynvi to Pwll Cawl.

PRESCOT (Lancashire). *see* Helen's, St., and Runcorn Gap.

PRESTON (Lancaster). *see* Bolton and Preston. Lancaster and Preston.

PRESTON AND LONGRIDGE:

1836—For making and maintaining a Railway from Preston to Longridge, in the county palatine of Lancaster. 6 & 7 Gul. IV. c. cxxii.

PRESTON AND WIGAN:

1830-1—For making and maintaining a Railway from the borough of Wigan to the borough of Preston, both in the county palatine of Lancaster, and collateral Branches to communicate therewith. 1 Gul. IV. c. lvi.

1834—For uniting the Wigan Branch Railway Company and the Preston and Wigan Railway Company, for authorizing an Alteration to be made in the Line of the last-mentioned Railway, and for repealing, altering, and amending the Acts relating to the said Railways. 4 & 5 Gul. IV. c. xxv.

PRESTON AND WYRE:

1835—For making a Railway from Preston to Wyre, and for improving the Harbour of Wyre, in the county palatine of Lancaster. 5 & 6 Gul. IV. c. lviii.

1837—To alter the Line of the Preston and Wyre Railway, and to amend the Act relating thereto. 7 Gul. IV. & 1 Vict. c. xxviii.

PWLL CAWL (Glamorgan). *see* Bridgend. Duffryn Llynvi to Pwll Cawl.

PYE CORNER, BASSALEG (Monmouthshire). *see* Rumney Iron Works to Sirhowy Railway.

R.

Radnor County. *see* Eardisley.

Ravensborne River (Kent). *see* Greenwich and London.

Red Wharf, Llanbedrgoch (Anglesey). *see* Llanfihangel Esceifiog.

Redruth:

1834—For making and maintaining a Railway or Tramroad from the town of Redruth, in the county of Cornwall, to Point Quay, in the parish of Feock, in the same county, with several Branches therefrom; and also for restoring, improving and maintaining the Navigation of Restrongett Creek in the same county. 5 Geo. IV. c. cxxi.

Regent's Canal (Middlesex). *see* London Grand Junction.

Reigate (Surrey). *see* Croydon.

Renfrew County. *see* Johnstone and Ardrossan. Paisley.

Renfrew Ferry (Renfrew). *see* Paisley.

Restrongett Crerk (Cornwall). *see* Redruth.

Rhiw-bryfder and Dyffws Slate Quarries (Merioneth). *see* Festiniog.

Rodway Hill (Gloucestershire). *see* Avon and Gloucestershire.

Romford (Essex). *see* Norwich and London. Thames Haven Railway and Dock.

Rotherham (West Riding of York). *see* Sheffield and Rotherham.

Royal Military Canal (Kent). *see* Medway (Weald of Kent.)

Royton (Lancaster). *see* Manchester and Oldham.

Ruabon Brook (Denbighshire). *see* Ellesmere.

Ruardean (Gloucestershire). *see* Lidbrook and Lydney.

Rugby (Warwick). *see* Midland Counties.

Rumney Iron Works to Sirhowy Railway:

1825—For making and maintaining a Railway or Tramroad from the northern extremity of a certain estate called Abertyswg, in the parish of Bedwelty, in the county of Monmouth, to join the Sirhowy Railway, at or near Pye Corner in the parish of Bassaleg, in the same county. 6 Geo. IV. c. lxii.

Runcorn Gap, Prescot (Lancashire). *see* Helen's, St., and Runcorn Gap.

Rutherglen:

1831—For making and maintaining a Railway from Rutherglen Green to Wellshot, in the county of Lanark. 1 & 2 Gul. IV. c. xxxv.

Ryal (Linlithgow). *see* Lothian, West.

S.

St. Breoke (Cornwall). *see* Bodmin and Wadebridge.

St. Breward (Cornwall). *see* Bodmin and Wadebridge.

St. Erth (Cornwall). *see* Hayle and Helleston.

St. Helen's (Lancashire). *see* Helen's, St., and Runcorn Gap.

Saundersfoot:

1829—For making a Railway from Thomas Chapel, in the parish of Begelly, to Saundersfoot, with two Branches therefrom, and a Harbour at Saundersfoot in the county of Pembroke. 10 Geo. IV. c. cviii.

Selby (West Riding of York). *see* Kingston-upon-Hull and Selby. Leeds and Selby.

Severn River. *see* Cheltenham. Dean Forest. Lidbrook and Lydney.

Appendix, No. 30.

Alphabetical Index to Railway Acts.

SEVERN AND WYE:

1811—To enable the Severn and Wye Railway and Canal Company to raise a further sum of Money for the completion of their Works, and for levying a Tonnage Rate on certain vessels and goods, now exempted, and further to extend the Powers granted to the said Company. 51 Geo. III. c. 193.

1814—For enabling the Severn and Wye Railway and Canal Company to raise a further sum of Money for the completion of their Works. 54 Geo. III. c. 42.

1822—To amend two Acts of the forty-ninth and fiftieth years of his late Majesty, for making the Severn and Wye Railway and Canal. 3 Geo. IV. c. lxxv.

see also Lidbrook and Lydney.

SHEFFIELD AND MANCHESTER:

1831—For making a Railway from Manchester, in the county palatine of Lancaster, to Sheffield, in the West Riding of the county of York. 1 & 2 Gul. IV. c. lix.

1837—For making a Railway from Sheffield, in the West Riding of the county of York, to Manchester, in the county of Lancaster. 7 Gul. IV. & 1 Vict. c. xxi.

SHEFFIELD AND ROTHERHAM:

1836—For making a Railway from Sheffield to Rotherham, with a Branch therefrom to Greasborough Canal, all in the West Riding of the county of York. 6 & 7 Gul. IV. c. cix.

SHELL HAVEN (Essex). *see* Thames Haven Railway and Dock.

SHIELDS, NORTH (Northumberland). *see* Newcastle and North Shields.

SHIELDS, SOUTH (Durham). *see* Gateshead and Monkwearmouth.

SHIPSTON-UPON-STOUR (Worcester). *see* Stratford-upon-Avon to Moreton-in-the-Marsh.

SHOREHAM (Sussex). *see* Brighton.

SIM PASTURE FARM, HEIGHINGTON (Durham). *see* Clarence (Durham).

SIRHOWY RAILWAY (Monmouthshire). *see* Rumney Iron Works to Sirhowy Railway.

SKINNER-STREET (City of London). *see* London Grand Junction.

SLAMANNAN:

1835—To make and maintain a Railway from Stanrig and Arbuckle, in the county of Lanark, to the Union Canal at Causeway End, in the county of Stirling. 5 & 6 Gul. IV. c. lv.

1837—To alter, amend and enlarge the Powers of an Act for making the Slamannan Railway, passed in the sixth year of his present Majesty, and to enable the Slamannan Railway Company to make and maintain a Branch to Bathgate in the county of Linlithgow. 7 Gul. IV. & 1 Vict. c. xciv.

SNAITH (West Riding of York). *see* Heckbridge and Wentbridge.

SOAR RIVER (Leicestershire). *see* Leicester and Swannington.

SOMERSET COUNTY. *see* Bristol and Exeter.

SOUTH EASTERN. *see* Dover and London.

SOUTH SHIELDS (Durham). *see* Gateshead and Monkwearmouth.

SOUTHAMPTON AND LONDON:

1834—For making a Railway from London to Southampton. 4 & 5 Gul. IV. c. lxxxviii.

1837—To alter the Line of the London and Southampton Railway, and to amend the Act relating thereto. 7 Gul. IV. & 1 Vict. c. lxxi.

SOUTHWARK BOROUGH (Surrey). *see* Croydon and London.

SPITTAL (Durham). *see* Berwick-upon-Tweed.

STAFFORD COUNTY. *see* Grand Junction.

STANHOPE AND TYNE RAILROAD. *see* Durham Junction.

STANRIG (Lanark). *see* Slamannan.

STIRLING COUNTY. *see* Slamannan.

STOCKTON AND DARLINGTON:

1821—For making and maintaining a Railway or Tramroad from the River Tees, at Stockton, to Witton Park Colliery, with several Branches therefrom, all in the county of Durham. 1 & 2 Geo. IV. c. xliv.

1823—To enable the Stockton and Darlington Railway Company to vary and alter the Line of their Railway, and also the Line or Lines of some of the Branches therefrom, and to make an additional Branch therefrom, and for altering and enlarging the Powers of the Act passed for making and maintaining the said Railway. 4 Geo. IV. c. xxxiii.

1824—To authorize the Company of Proprietors of the Stockton and Darlington Railway to relinquish one of their Branch Railways, and to enable them to make another Branch Railway in lieu thereof; and to enable the said Company to raise a further sum of Money, and to enlarge the Powers and Provisions of the several Acts relating to the said Railway. 5 Geo. IV. c. xlviii.

1828—To enable the Company of Proprietors of the Stockton and Darlington Railway to make a Branch therefrom, in the counties of Durham and York, and to amend and enlarge the Powers and Provisions of the several Acts relating thereto. 9 Geo. IV. c. lx.

see also Thickley, East, and Frosterley.

STRATFORD-UPON-AVON TO MORETON-IN-THE-MARSH:

1821—For making and maintaining a Railway or Tramroad from Stratford-upon-Avon, in the county of Warwick, to Moreton-in-the-Marsh, in the county of Gloucester, with a Branch to Shipston-upon-Stour, in the county of Worcester. 1 & 2 Geo. IV. c. lxiii.

1825—To amend an Act passed in the first and second year of the reign of his present Majesty, intituled an Act for making and maintaining a Railway or Tramroad from Stratford-upon-Avon in the county of Warwick, to Moreton-in-the-Marsh in the county of Gloucester, with a Branch to Shipston upon-Stour in the county of Worcester, and for making further Provisions touching the same. 6 Geo. IV. c. clxviii.

1833—For enabling the Stratford and Moreton Railway Company to make a new Branch of Railway to Shipston-upon-Stour, in the county of Worcester. 3 & 4 Gul. IV. c. lxx.

SUNDERLAND (Durham). *see* Durham and Sunderland.

SURREY COUNTY. *see* Croydon. Croydon and London. Surrey Iron Railway. Wandsworth.

SURREY IRON RAILWAY:

1805—To enable the Company of Proprietors of the Surrey Iron Railway to raise a further sum of Money, for completing the said Railway, and the Works thereunto belonging. 45 Geo. III. c. 5.

1806—For better enabling the Company of Proprietors of the Surrey Iron Railway to complete the same. 46 Geo. III. c. 94.

see also Wandsworth.

SUTTON POOL (Devon). *see* Plymouth and Dartmoor.

SWANNINGTON (Leicester). *see* Leicester and Swannington.

SWANSEA:

1804—For making and maintaining a Railway or Tramroad from the town of Swansea, into the parish of Oystermouth, in the county of Glamorgan. 44 Geo. III. c. 55.

SWINDON (Wilts). *see* Cheltenham and Great Western Union.

T.

TAFF VALE RAILWAY. *see* Merthyr Tydvil and Cardiff.

TAW VALE:

1838—For making a Railway from Penhill, in the parish of Fremington, in the county of Devon, to the town of Barnstaple; and for constructing a Dock in the said parish of Fremington, to be called "The Taw Vale Railway and Dock." 1 & 2 Vict. c. xxvii.

Tees River. *see* Clarence (Durham). North of England, Great. Stockton and Darlington.

Tewkesbury (Gloucestershire). *see* Birmingham and Gloucester.

Thames Haven Railway and Dock:

1836—For making a Railway from or near Romford, in the county of Essex, to Shell Haven, in the same county, and for constructing a Tide Dock at the termination of the said Railway at Shell Haven aforesaid. 6 & 7 Gul. IV. c. cviii.

Thames Junction. *see* Birmingham, Bristol, and Thames Junction.

Thames River. *see* Wandsworth.

Thickley, East, and Frosterley:

1837—For incorporating certain Persons for making and maintaining a Railway from near the Black Boy Branch of the Stockton and Darlington Railway, in the township of St. Andrew Auckland, to or near to Witton Park Colliery, with a Branch therefrom, all in the county of Durham, to be called "The Bishop Auckland and Weardale Railway." 7 Gul. IV. & 1 Vict. c. cxxii.

Thomas Chapel Mountain (Pembroke). *see* Saundersfoot.

Thomas, St., the Apostle (Exeter). *see* Exeter and Crediton.

Tipperary County. *see* Limerick to Carrick.

Tiverton (Devon). *see* Bristol and Exeter.

Tremoutha Harbour and Railway:

1836—For making and maintaining a Harbour and Breakwater at Tremoutha Haven, in the county of Cornwall; and for making and maintaining a Railway from thence to the Town of Launceston, in the same county. 6 & 7 Gul. IV. c. cxxiv.

Trent and Mersey Canal:

1802—To enable the Company of Proprietors of the Navigation from the Trent to the Mersey to make Railways, to alter the Course of the Railway from Froghall to Caldon, and part of the Course of the Canal from Froghall to Uttoxeter; and to amend the Trent and Mersey Canal Acts. 42 Geo. III. c. 25.

Tresevean Mine (Cornwall). *see* Hayle to Helleston.

Trinity (Edinburgh). *see* Edinburgh, Leith, and Newhaven.

Troon (Ayr). *see* Kilmarnock and Troon.

Trowbridge (Wilts). *see* Western, Great.

Tweed River. *see* Berwick-upon-Tweed.

Tyne and Stanhope Railroad. *see* Durham Junction.

Tyne River. *see* North of England, Great.

U.

Ulster:

1836—For making a Railway from the Town of Belfast to the City of Armagh, in the province of Ulster, in Ireland. 6 & 7 Gul. IV. c. xxxiii.

Union Canal (Stirling). *see* Slamannan.

Union Canal (Edinburgh and Glasgow). *see* Lothian, West.

Uphall (Linlithgow). *see* Lothian, West.

Usk Bridge (Monmouth). *see* Mamhilad.

Usworth (Durham). *see* Durham Junction.

Uttoxeter (Staffordshire). *see* Trent and Mersey Canal.

W.

WADEBRIDGE (Cornwall). *see* Bodmin and Wadebridge.

WANDSWORTH :

1801—For making and maintaining a Railway from the town of Wandsworth to the town of Croydon, with a collateral Branch into the parish of Carshalton, and a navigable Communication between the River Thames and the said Railway at Wandsworth, all in the county of Surrey. 41 Geo. III. c. 33.

see also Surrey Iron Railway.

WARGRAVE LANE, NEWTON (Lancaster). *see* Warrington and Newton.

WARRINGTON (Lancashire). *see* Grand Junction.

WARRINGTON AND NEWTON :

1829—For making and maintaining a Railway or Tramroad from the Liverpool and Manchester Railway, at or near Wargrave Lane, in Newton-in-Mackerfield, to Warrington, in the county palatine of Lancaster, and two collateral Branches to communicate therewith. 10 Geo. IV. c. xxxvii.

1830—To enable the Company of Proprietors of the Warrington and Newton Railway to extend the Line of the said Railway, and for repealing, explaining, altering, amending, and enlarging some of the Powers and Provisions of the Act relating thereto. 11 Geo. IV. & 1 Gul. IV. c. lvii.

see also Grand Junction.

WARWICK COUNTY. *see* Grand Junction.

WATERFORD CITY. *see* Limerick to Carrick.

WEALD OF KENT. *see* Medway (Weald of Kent).

WEARDALE AND BISHOP AUCKLAND RAILWAY. *see* Thickley, East, and Frosterley.

WEARMOUTH. *see* Gateshead and Monkwearmouth.

WELLSHOT (Lanark). *see* Rutherglen.

WENFORD BRIDGE (Cornwall). *see* Bodmin and Wadebridge.

WENTBRIDGE (West Riding of York). *see* Heckbridge and Wentbridge.

WEST BRIDGE, LEICESTER. *see* Leicester and Swannington.

WEST LEIGH (Lancaster). *see* Kenyon and West Leigh.

WEST LOTHIAN. *see* Lothian, West.

WESTERLEIGH (Gloucester). *see* Bristol and Gloucestershire.

WESTERN, GREAT :

1835—For making a Railway from Bristol to join the London and Birmingham Railway near London, to be called "The Great Western Railway," with Branches therefrom to the towns of Bradford and Trowbridge, in the county of Wilts. 5 & 6 Gul. IV. c. cvii.

1836—To alter the Line of the Great Western Railway, and to amend the Act relating thereto. 6 & 7 Gul. IV. c. xxxviii.

1837—To alter the Line of the Great Western Railway, and to amend the Acts relating thereto. 7 Gul. IV. & 1 Vict. c. xci.

1837—To enable the Great Western Railway Company to extend the Line of such Railway, and for other purposes relating thereto. 7 Gul. IV. & 1 Vict. c. xcii.

see also Birmingham, Bristol and Thames Junction. Cheltenham and Great Western Union.

WESTLAND ROW (Dublin). *see* Dublin and Kingstown.

WHALEY (Cheshire). *see* Cromford to Peak Forest Canal.

WHITBURN (Linlithgow). *see* Lothian, West.

WHITBY AND PICKERING:

1833—For making a Railway from Whitby to Pickering, in the North Riding of the county of York. 3 & 4 Gul. IV. c. xxxv.

1837—To enlarge and amend the Powers and Provisions of an Act relating to the Whitby and Pickering Railway, in the North Riding of the county of York. 7 Gul. IV. & 1 Vict. c. xxv.

WHITSTABLE (Kent). *see* Canterbury and Whitstable.

WIGAN (Lancashire). *see* Leeds and Liverpool Canal. Preston and Wigan.

WIGAN:

1830—For making and maintaining a Railway from the borough of Wigan to the Liverpool and Manchester Railway, in the borough of Newton, in the county palatine of Lancaster, and collateral Branches to communicate therewith. 11 Geo. IV. & 1 Gul. IV. c. LVI.

see also Preston and Wigan.

WIRKSWORTH (Derby). *see* Cromford to Peak Forest Canal.

WISHAW AND COLTNESS:

1834—For extending the time for completing the Wishaw and Coltness Railway, in the county of Lanark. 4 & 5 Gul. IV. c. xli.

1837—For further extending the time for completing the Wishaw and Coltness Railway, in the county of Lanark. 7 Gul. IV. & 1 Vict. c. c.

see also Garturk and Garion.

WITTON PARK COLLIERY. *see* Stockton and Darlington. Thickley, East, and Frosterley.

WOLVERHAMPTON (Stafford). *see* Grand Junction.

WOODLANDS (Derby). *see* Peak Forest Railway.

WORCESTER CITY. *see* Birmingham and Gloucester.

WYE BRIDGE, ST. MARTIN'S (Hereford). *see* Hereford.

WYE RIVER. *see* Lidbrook and Lydney. Severn and Wye.

WYRE HARBOUR (Lancaster). *see* Preston and Wyre.

Y.

YARDSLEY-CUM-WHALEY (Cheshire). *see* Cromford to Peak Forest Canal.

YARMOUTH, GREAT (Norfolk). *see* Norwich and London.

YNYS-CYNHAIARN (Carnarvon). *see* Festiniog.

YORK AND HURWORTH. *see* Hurworth and York.

YORK AND NORTH MIDLAND:

1836—For making a Railway from the city of York to and into the township of Altofts, with various Branches of Railway, all in the West Riding of the county of York, or county of the said city. 6 & 7 Gul. IV. c. lxxxi.

1837—To alter the Line of the York and North Midland Railway, and to amend the Act relating thereto. 7 Gul. IV. & 1 Vict. c. lxviii.

YORK, NORTH RIDING. *see* Whitby and Pickering.

YORK, WEST RIDING. *see* Heckbridge and Wentbridge. Kingston-upon-Hull and Selby. Leeds and Derby. Leeds and Selby. Manchester and Leeds. Sheffield and Manchester. Sheffield and Rotherham. York and North Midland.

Appendix, No. 31.

ANALYTICAL TABLES

Of the PROVISIONS of the several ACTS relating to the following RAILWAYS, viz.

1. Liverpool and Manchester.
2. Manchester and Oldham.
3. Heckbridge and Wentbridge.
4. Forest of Dean.
5. Ballochney.
6. Edinburgh and Dalkeith.
7. Hereford.
8. Dundee and Newtyle.
9. Aberdulais and Cwm Dulais.
10. Garnkirk and Glasgow.
11. Limerick and Carrick.
12. Johnstone and Ardrossan.
13. Clarence.
14. Grand Junction.
15. Birmingham and London.
16. Greenwich and London.
17. Southampton and London.
18. Croydon and London.
19. Great Western.
20. South-Eastern (Dover and London).
21. Northern and Eastern (Cambridge and London).
22. Great North of England.
23. Eastern Counties (Norwich and London).
24. Manchester and Leeds.
25. The Commercial (Blackwall and London).
26. Brighton and London.

LIST OF TABLES OF THE PROVISIONS.

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XIII.	REGULATION of WORKS	496
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XV.	TURNPIKE ROADS and HIGHWAYS	504
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Note.—In the following Tables, Clauses of an exclusively private or local nature are omitted.

In Amending Acts, the Clauses arising out of proposed deviations in the line, being mere repetitions of Clauses in the original Act, are not inserted a second time; for instance, such as relate to "depositing plans;" "not taking houses and gardens, unless specified in the schedule;" "errors and omissions;" "power to resell lands not required;" "purchase of houses undermined;" "shares to be deemed personal estate," &c. &c.

EXPLANATION OF REFERENCES.

The sections, when not preceded by any chapter, refer to the original Act, as stated at the head of the columns. The chapter and section of Amending Acts are inserted fully.

I.—CAPITAL.

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
AMOUNT OF SUBSCRIPTION	- - 510,000 *l.* in 100 *l.* shares; sec. 75. 127,500 *l.* to form a fund for carrying department, in 25 *l.* shares; 10 Geo. IV. c. xxxv. sec. 28. 159,375 *l.* in 25 *l.* shares, to complete the railway; 1 Will. IV. c. li. sec. 2.	- - 75,000 *l.* in 100 *l.* shares; sec. 46.	- - 11,300 *l.* in 100 *l.* shares; sec. 57. 7,600 *l.* 7 & 8 Geo. IV. c. xx. sec. 6.	- - 125,000 *l.* in 50 *l.* shares; sec. 24.	- - 18,431 *l.* 19 *s.* in 25 *l.* shares; sec. 27. 10,000 *l.* 5 & 6 Will. IV. c. xcvii. sec. 18.
WHEN TO BE SUBSCRIBED	- - Whole expense to be subscribed before powers of Act put in force; sec. 73. Certificate under the hand of a justice that the amount has been subscribed, to be given, if required; sec. 76.	- - -	sec. 56.	- - -	sec. 26.
APPLICATION OF CAPITAL	- - To the costs of the Act and expenses of the undertaking; sec. 89.	sec. 59.	sec. 70.	sec. 26.	sec. 29.
LOANS:					
AMOUNT RAISED ON MORTGAGE OR OTHERWISE.	127,500 *l.*; sec. 85. By bond instead of mortgage; 10 Geo. IV. c. xxxv. sec. 33. 100,000 *l.* borrowed of Exchequer Bill Commissioners, in anticipation of capital; 7 & 8 Geo. IV. c. xxi. s. 3. 200,000 *l.* by bond or mortgage; 2 Will. IV. c. xlvi. sec. 20. 400,000 *l.* by loan; 7 Will. IV. c. xxvii. sec. 2. If loans paid off, the same amount may be raised again; sec. 88. 10 Geo. IV. c. xxxv. sec. 36. 2 Will. IV. c. xlvi. sec. 21. 7 Will. IV. c. xxviii. sec. 4.	20,000 *l.*; sec. 55.	- - 2,800 *l.*; sec. 66. By loan, or of Exchequer Bill Commissioners, either the new capital of 7,600 *l.*, or the loan of 2,800 *l.*; 7 & 8 Geo. IV. c. xx. sec. 7.	- - -	10,000 *l.*; sec. 32. Same amount may be borrowed again if paid off; 5 & 6 Will. IV. c. xcvii. sec. 21.
INTEREST ON MORTGAGES, BONDS, &c.	- - To be paid in preference to dividends; sec. 86. 10 Geo. IV. c. xxxv. sec. 37.	sec. 57.	sec. 67.	- - -	sec. 32.
SECURITY TO EXCHEQUER BILL COMMISSIONERS TO HAVE PRIORITY.	7 & 8 Geo. IV. c. xxi. sec. 4. 9 Geo. IV. c. vii. sec. 14. 7 Will. IV. c. xxvii. sec. 3.	- - -	7 & 8 Geo. IV. c. xx. sec. 8.	- - -	- - -
RECOVERY OF INTEREST ON MORTGAGES, BONDS, &c.	- - To be recovered by an order under the hands of two justices, if not paid 21 days after due, and 7 days after demand; sec. 86. 30 days after due, and 10 after demand. 10 Geo. IV. c. xxxv. sec. 37.	- - two justices to appoint a receiver, when interest unpaid 60 days after due; sec. 57.	- - justices to appoint a receiver when interest not paid 21 days after due, and 7 days after demand; sec. 77.	- - -	- - -
ENTRY AND TRANSFER OF MORTGAGES, BONDS, &c.	- - In books of the company, ope to inspection; sec. 85. 10 Geo. III. c. xxxv. sec. 33.	sec. 55.	sec. 66.	- - -	sec. 32.
	Form of transfer prescribed; sec. 85. 7 & 8 Geo. IV. c. xxi. sec. 7. 10 Geo. III. c. xxxv. sec. 33.	sec. 56.	sec. 66.	- - -	sec. 32.
LOANS FOR PAYING OFF MORTGAGES.	- - Company may borrow money of other persons than Exchequer Bill Commissioners; 7 & 8 Geo. IV. c. xxi. sec. 6. Money may be borrowed at a low rate of interest to pay off mortgages at a higher rate; 7 & 8 Geo. IV. c. xxi. sec. 10.	- - -	7 & 8 Geo. IV. c. xx. sec. 9.	—	—
SHARES FOR PAYING OFF LOANS	- - Power to raise money by creation of additional shares to pay off debts, &c.; 1 Will. IV. c. li. sec. 29. 2 Will. IV. c. xlvi. sec. 22, 23. 7 Will. IV. c. xxvii. sec. 5, 6.	—	—	—	—
POWER TO PAY OFF BONDS	- - By advertisement on 6 months' notice, subject to the approval of the commissioners; 10 Geo. IV. c. xxxv. sec. 35.	- - -	- - -	- - -	- - -

CAPITAL.

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
- - 70,125 *l.* in 50 *l.* shares; sec. 54. 54,875 *l.* in shares of 50 *l.* each, to complete main line; 10 Geo. IV. c. cxxii. sec. 3; to make branch to Leith, 25,700 *l.* in 25 *l.* shares, sec. 24. 8,053 *l.* in 50 *l.* shares, for Dalkeith branch; and 10,000 *l.* in 25 *l.* shares, for completing Leith branch; 4 & 5 Will. IV. c. lxxi. sec. 9. 22.	- - 23,200 *l.* in 100 *l.* shares; sec. 39.	- - 30,000 *l.* in 50 *l.* shares; sec. 31. 10,000 *l.* in 50 *l.* shares; 11 Geo. IV. and 1 Will. IV. c. lx. sec. 2. 100,000 *l.* in shares of 50 *l.* 6 & 7 Will. IV. c. cii. sec. 2.	- - 10,000 *l.* in 50 *l.* shares; sec. 45.	- - 28,497 *l.* 17 *s.* 4 *d.* in 50 *l.* shares; sec. 27. 9,350 *l.* in 50 *l.* shares; and 11,000 *l.* more for a double line of rails; 7 & 8 Geo. IV. c. lxxviii. sec. 8. 21,150 *l.* either upon the credit of the property of the company, or by the creation of new shares; 11 Geo. IV. and 1 Will. IV. c. cxxv. sec. 2. 89,198 *l.* by creation of new stock; 1 & 2 Vict. c. lx. sec. 1.	- - 350,000 *l.* in 50 *l.* shares; sec. 49.	- - 95,658 *l.* part of 140,000 *l.* empowered to be raised by the Glasgow, Paisley and Ardrossan Canal Company; sec. 5.	- - 100,000 *l.* in 100 *l.* shares; sec. 34. 100,000 *l.* by all or any of the ways and means under which they may raise money; 2 Will. IV. c. xxv. sec. 2. 60,000 *l.* by all or any of the ways and means by which company empowered; 3 Will. IV. c. iv. sec. 10.——20,000 *l.* by all or any of the ways and means by which company empowered; 3 Will. IV. c. xcv. sec. 8.——60,000 *l.* by all or any of the ways and means by which company empowered; 1 Vict. c. ciii. sec. 2.
sec. 53.	- - -	sec. 30.	- - -	sec. 26.	- - -	- - -	sec. 33.
secs. 55, 58. 10 Geo. IV. c. cxxii. sec. 4. 34. 4 & 5 Will. IV. c. lxxi. sec. 9.	sec. 42.	sec. 33. 11 Geo. IV. and 1 Will. IV. c. lx. sec. 2.	sec. 52.	sec. 29.	- - -	- - -	sec. 39.
- - 20,000 *l.*; sec. 61. 10,000 *l.* 10 Geo. IV. c. cxxii. sec. 7; and 10,000 *l.* for Leith branch, sec. 32.	- - 12,000 *l.*; sec. 44.	- - 10,000 *l.* by obtaining a cash credit account; or by assignment of property and rates; sec. 36. 20,000 *l.*; 11 Geo. IV. and 1 Will. IV. c. lx. sec. 5.	4,000 *l.*; sec. 80.	10,000 *l.*; sec. 32. one-third of their whole capital, when 50 per cent. paid up; 1 & 2 Vict. c. 60, sec. 2.	- - 250,000 *l.* on security of tolls, &c.; sec. 57. Power to apply to commissioners of public works and fisheries for advances on mortgage of tolls, &c.; sec. 56. By annuity to be regulated according to the price of 3 per cents.; secs. 58, 59. If paid off may be raised again; sec. 62.	- - -	60,000 *l.* sec. 38. 100,000 *l.* either by bond or mortgage; 10 Geo. IV. c. cvi. secs. 17, 18.——In case bonds or mortgages are paid off, same amount may be raised again; 10 Geo. IV. c. cvi. secs. 21. 23; 7 Will. IV. & 1 Vict. c. ciii. sec. 3.
sec. 62. 10 Geo. IV. c. cxxii. sec. 33.	sec. 46.	sec. 39.	sec. 81.	sec. 33.	sec. 60.	- - -	10 Geo. IV. c. cvi sec. 22.
- - -	- - -	- - -	- - -	- - -	- - -	- - -	3 Will. IV. c. xcv. sec. 9.
- - -	sec. 46.	- - by action before the sheriff of the county, or in the court of session, 60 days after due; sec. 39.	- - -	- - by action before the sheriff or in the court of session, 30 days after due; sec. 32.	- - justices to appoint a receiver when interest due one calendar month, and 21 days after demand; sec. 60.	—	—
sec. 61.	sec. 44.	sec. 38.	sec. 80.	sec. 32.	- - -	- - -	sec. 38.
sec. 61.	sec. 45.	sec. 38.	sec. 80.	sec. 32.	- - -	- - -	sec. 38.
—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—
- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - on 3 months' notice; 10 Geo. IV. c. cvi. sec. 20.

I.——Capital—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Amount of Subscription	1,040,000 *l.* in 100 *l.* shares; sec. 106.	2,500,000 *l.* in 100 *l.* shares; sec. 3. 1,000,000 *l.* 5 & 6 Will. IV. c. lvi. sec. 116.	400,000 *l.* in 20 *l.* shares; sec. 94. 150,000 *l.* in 20 *l.* shares; 7 Will. IV. and 1 Vict. c. l. sec. 2.	1,000,000 *l.* in 50 *l.* shares; sec. 3. 400,000 *l.* in 25 *l.* shares; 7 Will. IV. and 1 Vict. c. lxxi. sec. 67. 100,000 *l.* by subscription; 6 & 7 Will. IV. c. cxxi. sec. 6. 160,000 *l.* in 20 *l.* shares; 1 & 2 Vict. c. xx. sec. 34.	140,000 *l.* in 20 *l.* shares; sec. 3. 45,000 *l.* among themselves, or by admission of new subscribers; sec. 200.
Application of Capital	To the costs of the Act and expenses of the undertaking; sec. 117.	sec. 4.	sec. 103.	sec. 4.	sec. 4. To all or any other purposes of the former Acts or of this Act, as the Company may deem expedient; 6 & 7 Will. IV. c. cxxi. sec. 8; 1 & 2 Vict. c. xx. sec. 43.
When to be subscribed	Whole expense to be subscribed before the work is commenced; sec. 104.	sec. 232.	sec. 93.	whole expense to be subscribed for before the compulsory powers of the Act are put in force; sec. 24.	sec. 18 5.
	Certificate under the hand of a justice that the amount has been subscribed, to be given, if required; sec. 105.	sec. 233.	- - -	sec. 25.	certificate under the hands of two justices to be given, if required; sec. 186.
LOANS:					
Amount raised on Mortgage, or otherwise.	346,000 *l.*; sec. 113. 520,000 *l.* from Exchequer or other Commissioners; 4 & 5 Will. IV. c. lv. sec. 27.	835,000 *l.* on mortgage; sec. 237. 1,000,000 *l.* on mortgage in the whole; 5 & 6 Will. IV. c. lvi. sec. 115. 1,000,000 *l.* on bond; 7 Will. IV. & 1 Vict. c. lxiv. sec. 2.	133,333 *l.* on mortgage; sec. 99. 50,000 *l.* on mortgage; 7 Will. IV. and 1 Vict. c. l. s. 3.	330,000 *l.* on mortgage; sec. 141. 460,000 *l.* by mortgage instead of 330,000 *l.*; 7 Will. IV. and 1 Vict. c. lxxi. sec. 74. On bond instead of mortgage; 7 Will. IV. and 1 Vict. c. lxxi. sec. 75.	45,000 *l.* on mortgage; sec. 190. 80,000 *l.* and 50,000 *l.* on mortgage; 1 & 2 Vict. c. xx. sec. 35. On bond instead of mortgage; 1 & 2 Vict. c. xx. sec. 37.
Power to raise Money by Mortgage in anticipation of Capital.	4 & 5 Will. IV. c. lv. sec. 31	sec. 238.	- - -	500,000 *l.* on mortgage in anticipation of the capital; sec. 142.	power to borrow money of Exchequer Loan Commissioners; sec. 191.
Security of Exchequer Bill Loan Commissioners to have Priority.	4 & 5 Will. IV. c. lv. sec. 28	- - -	- - -	- - -	sec. 192.
Repayment of Loans	If loans paid off, the same amount may be raised again; sec. 116. 4 & 5 Will. IV. c. lv. sec. 34. 1 & 2 Vict. c. lx. sec. 15.	sec. 244. 7 Will. IV. & 1 Vict. c. lxiv. sec. 5.	sec. 102.	sec. 145.	sec. 198. 1 & 2 Vict. c. xx. sec. 42.

CAPITAL—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
- - 2,500,000 *l.* in 100 *l.* shares; sec. 3.	- - 1,400,000 *l.* in 50 *l.* shares; sec. 3.	- - 1,200,000 *l.* in 100 *l.* shares; sec. 3.	- - 1,000,000 *l.* in 100 *l.* shares; sec. 3.	- - 1,600,000 *l.* in 25 *l.* shares; sec. 3.	- - 1,300,000 *l.* in 100 *l.* shares; sec. 170.	- - 600,000 *l.* in 50 *l.* shares; sec. 3.	- - 1,800,000 *l.* in 50 *l.* shares; sec. 136.
sec. 4.	sec. 4.	sec. 4.	sec. 4.	sec. 5.	sec. 201.	sec. 5.	- - to cost of Act since 13th June 1837; (the expenses previously incurred to be paid by the subscribers of the several lines, in proportion to the amount of their subscriptions); sec. 170.
sec. 232.	sec. 203.	- - whole expense to be subscribed before the work is commenced; sec. 5.	- - -	- - the whole expense to be subscribed before the compulsory powers of the Act are put in force; sec. 220.	sec. 168.	—	—
- - certificate under the hand of a justice to be given, if required; sec. 233.	- - certificate under the hands of two justices shall be conclusive evidence that the whole sum has been subscribed; sec. 204. 7 Will. IV. and 1 Vict. c. xciii. sec. 40.	- - certificate under the hand of a justice deemed proof that the whole money has been subscribed; sec. 6.	- - -	sec. 221.	- - certificate under the hand of a justice to be given, if required; sec. 169.	- - certificate under the hands of two justices, that the amount has been subscribed, to be given if required; sec. 205.	—
- - 833,333 *l.* on mortgage; sec. 237. Or by raising the same by shares; sec. 238.	- - 450,000 *l.* by mortgage; sec. 208. 450,000 *l.* by mortgage, or by an increased issue of shares, as soon as a moiety of the capital shall have been paid up; 7 Will. IV. and 1 Vict. c. xciii. sec. 39.	- - 400,000 *l.* by mortgage; sec. 192. Or by the issue of new shares; sec. 193.	- - 150,000 *l.* by mortgage; sec. 199. Or by the issue of new shares; sec. 201. 150,000 *l.* on bond; sec. 200. 180,000 *l.* on the credit of the undertaking; 7 Will. IV. and 1 Vict. c. cii. sec. 44.	- - 533,333 *l.* on mortgage; sec. 246; or by any other means; 1 & 2 Vict. c. lxxxi. sec. 60.	- - 433,000 *l.* by mortgage; sec. 191.	- - 200,000 *l.* on mortgage; sec. 209.	- - 600,000 *l.* on mortgage; sec. 160.
- - power to raise money by mortgage in anticipation of their capital; sec. 239. Power to borrow of Exchequer Loan Commissioners; sec. 240.	- - -	- - 600,000 *l.* in anticipation of capital; sec. 194. (The same not to prevent the raising of the above sum of 400,000 *l.*); sec. 195.	- - power to borrow money of Exchequer Loan Commissioners; sec. 202.	- - -	- - power to borrow of Exchequer Loan Commissioners; sec. 193.	—	—
sec. 241.	- - -	- - -	sec. 203.	- - -	sec. 194.	—	—
sec. 247.	sec. 214.	sec. 200.	sec. 209.	sec. 251.	sec. 200.	sec. 216.	sec. 166.

I.——Capital—*continued.* - - - - - -

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Interest on Mortgages and Bonds.	- - To be paid in preference to dividends; sec. 114.	- - sec. 239; 7 Will. IV. & 1 Vict. c. lxiv. sec. 6.	sec. 100.	sec. 143.	sec. 193.
Recovery of Principal and Interest on Mortgages, Bonds, &c.	- - Two justices to appoint a receiver in case interest not paid 21 days after due, and seven days next after demand; sec. 114.	- - two justices to appoint a receiver, unless interest paid 21 days after due, and 20 days next after demand; sec. 239.	sec. 100.	- - two justices to appoint a receiver, unless interest paid within 30 days after due, and 10 next after demand; sec. 144. sec. 148.	- - two justices to appoint a receiver in case interest unpaid 30 days after due, and 30 days next after demand; sec. 193. sec. 197.
		Two justices to appoint a receiver, unless principal monies borrowed repaid within six months after due; sec. 243.	—		
Entry and Transfer of Mortgage Bonds, &c.	- - In books of the company, open to inspection; sec. 113.	- - sec. 237, 238; 5 & 6 Will. IV. c. lvi. sec. 115.	sec. 99.	sec. 141, 142.	- - sec. 190; 1 & 2 Vict. c. xx. sec. 35.
	Form of transfer prescribed; sec. 113; 4 Will. IV. c. lv. sec. 32.	- - sec. 237, 238; 5 & 6 Will. IV. c. lvi. sec. 115.	sec. 99.	- - sec. 141, 142; 7 Will. IV. and 1 Vict. c. lxxi. sec. 74, 75.	- - sec. 190; 1 & 2 Vict. c. xx. sec. 35.
		Form of transfer of bond, 7 Will. IV. & 1 Vict. c. lxiv. sec. 2.			Form of transfer of bond, 1 & 2 Vict. c. xx. sec. 37
Shares for paying off Loans -	- - Power to convert debts into capital; 1 & 2 Vict. c. lix. sec. 14.	- - company empowered to create new shares; 7 Will. IV. and 1 Vict. c. lxiv. sec. 7.	- - power to increase the capital stock by raising additional shares; 7 Will. IV. & 1 Vict. c. l. sec. 4.	- - 7 Will. IV. & 1 Vict. c. lxxi. sec. 78.	- - -
Period of Redemption of Money borrowed.	- - - - - -	- - directors to exercise a discretionary power of fixing the periods for repayment of the principal sum of money borrowed; sec. 241.	- - -	sec. 146.	- - sec. 195; no bonds to be payable at an earlier day than six calendar months; 1 & 2 Vict. c. xx. sec. 38.
Power to pay off Mortgages, Bonds, &c.	- - - - - -	- - holders of mortgages or assignments can demand payment upon giving six months' notice, after the expiration of a twelvemonth from the date of such mortgages, &c.; sec. 242.	- - -	- - -	sec. 196.
Directors may pay off Mortgages, Bonds, &c.	- - - - - -	- - six months' notice, by advertisement in the London Gazette, &c.; sec. 242.	- - -	sec. 147.	- - sec. 196; 1 & 2 Vict. c. xx. sec. 41.

II.——SHARES. - - - - - - -

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
How Shares are identified -	- - Names of proprietors to be entered, with numbers of their shares, each share to be numbered.				
	Certificates to be given to subscribers, and to be evidence; sec. 83.	sec. 53.	sec. 64.	sec. 27.	sec. 39.
	New certificates to be granted, if old ones destroyed; sec. 84.	sec. 54.	sec. 65.	- - -	- - -
Proprietorship, how to be ascertained in certain cases, on acquisition of Shares.	sec. 116, 131.	sec. 49, 80.	sec. 96.	sec. 41.	- - -
Nature of the Property -	- - Shares to be personal property; sec. 77. 2 Will. IV. c. xlvi. sec. 24. 7 Will. IV. c. xxvii. sec. 7.	sec. 47.	sec. 58. 7 & 8 Geo. IV. c. xx. sec. 6.	sec. 25.	- - -

CAPITAL—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 242.	sec. 210.	sec. 195.	sec. 204.	sec. 247.	sec. 195.	sec. 211.	sec. 161.
sec. 242.	sec. 210.	sec. 199.	sec. 204.	sec. 247.	sec. 195.	sec. 211.	sec. 161.
sec. 246.	- - -	- - -	sec. 208.	sec. 250.	sec. 199.	sec. 215.	sec. 165.
sec. 237.	sec. 208.	sec. 192.	sec. 199.	sec. 246.	sec. 191.	sec. 209.	sec. 160.
sec. 237.	sec. 208.	sec. 192, 194.	sec. 199, 200.	sec. 246.	sec. 191.	sec. 209.	sec. 160.
sec. 238.	sec. 209.	sec. 193.	sec. 201.	sec. 252.	sec. 192.	sec. 210.	sec. 167.
sec. 244.	sec. 212.	sec. 197.	sec. 206.	sec. 248.	sec. 197.	sec. 213.	sec. 163.
sec. 245.	sec. 213.	sec. 198.	sec. 207.	sec. 249.	sec. 198.	sec. 214.	sec. 164.
- -	sec. 214.	sec. 198.	sec. 207.	sec. 249.	sec. 198.	sec. 214.	sec. 164.

SHARES.

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
sec. 59.	sec. 61.	sec. 34.	sec. 50.	sec. 30.	sec. 54.	*Note.*—The Act empowers the Glasgow and Paisley and Ardrossan Canal Company to complete the work by railway, using money raised by former Act for making canal, and enacts nothing new as to shares.	sec. 57.
sec. 82.	sec. 62.	sec. 51.	sec. 50.	sec. 30.	sec. 55.		
sec. 83.	sec. 60.	- - -	sec. 73. 85.	- - -	sec. 91. 96. 104.		sec. 58.
sec. 56.	sec. 40.	sec. 32.	sec. 46.	sec. 28.	sec. 50.		sec. 36.

(*continued.*)

II.——Shares—*continued*

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
Amount of Shares	100*l.* each; sec. 75. Additional sum in 25*l.* shares; 10 Geo. IV. c. xxxv. sec. 28. 25*l.* shares; 1 Will. IV. c. li. sec. 3.	100*l.* each; sec. 46.	100*l.* each; sec. 57. 7 & 8 Geo. IV. c. xx. sec. 6.	—	25*l.* each; sec. 27. 5 & 6 Will. IV. c. xcvii. sec. 19.
Power to create additional Shares.	Power to create additional shares to pay debts. 2 Will. IV. c. xxvi. sec. 23. 7 Will. IV. c. xxvii. sec. 5.	—	—	—	—
Transfer of Shares and Form of Conveyance.	Proprietors enabled to sell shares: form of conveyance; sec. 120. Conveyance of shares to be kept by clerk of the company; 7 & 8 Geo. IV. c. xxi. sec. 18.	sec. 83.	sec. 100.	sec. 39.	sec. 48.
Calls must be paid up before Sale of Shares allowed.	Not to be sold until calls paid; sec. 121.	sec. 84.	sec. 101.	—	sec. 49.
Registration of Transfers	Memorial to be entered by clerk of the company in a book kept for that purpose; sec. 120.	sec. 83.	sec. 103.	sec. 39.	sec. 48.
CALLS:					
Amount	Not to exceed 20*l.* per share; sec. 113. Not to exceed 10*l.* on new shares; 10 Geo. IV. c. xxxv. sec. 30.	not to exceed 20*l.* per share; sec. 75.	not to exceed 20*l.* per share; sec. 93.	—	not to exceed 10*l.* for each share sec. 42.
By whom to be made	Directors; sec. 113.	sec. 75.	sec. 93.	—	sec. 42. 5 & 6 Will. IV. c. xcvii. sec. 19.
How often to be made	Not within three months of each other; sec. 113. 10 Geo. IV. c. xxxv. sec. 30.	sec. 75.	at the distance of two calendar months; sec. 93.	—	at the distance of one calendar month; sec. 42.
Notice to be given	21 days, by advertisement in newspapers; sec. 113. 10 Geo. IV. c. xxxv. sec. 30.	—	14 days' notice by advertisement in newspapers; sec. 93.	—	one calendar month by advertisement; sec. 42.
Interest when to be paid	If not paid at proper periods, interest at 5*l.* per cent. to be charged. 7 & 8 Geo. IV. c. xxi. sec. 15.	sec. 48.	sec. 93.	—	if not paid at stated periods, fines to be imposed; sec. 42.
Recovery	If not paid may be recovered by company in any court of record, and shares declared forfeited; sec. 78. 113.	sec. 75.	—	—	if not paid within one calendar month, may be recovered by action after notices for periods of three months; sec. 42.
Proceedings in Actions	What shall be necessary for company to allege and prove in order to recover; sec. 115. 7 & 8 Geo. IV. c. xxi. sec. 16.	sec. 77.	sec. 95.	—	—
FORFEITURE:					
How forfeited	On neglecting to pay calls after notice sent by post, or left at abode of owner, and forfeiture declared at general meeting by directors; sec. 113, 116.	sec. 75.	sec. 93.	—	on neglecting to pay calls, to be fined for first neglect, and after three months' notice, forfeiture to be declared at general meeting; sec. 42. Forfeiture of shares to be indemnity against actions, and absolve from further responsibility; sec. 42.
Sale of forfeited Shares	If purchase-money be more than sufficient to pay arrear of calls, &c., surplus to be paid to owners on demand; sec. 114.	insertion to be made in London Gazette before sale; sec. 79.	sec. 94.	—	sec. 43.
Purchase of Shares by Company	—	—	—	—	—

SHARES—*continued.*

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
50*l.* each; sec. 54. 50*l.* and 25*l.* 10 Geo. IV. c. xxii. sec. 3. 24. 50*l.* 4 & 5 Will. IV. c. lxxi. sec. 9.	100*l.* each; sec. 39.	50*l.* each; sec. 31. 11 Geo. IV. c. lx. sec. 2. 6 & 7 Will. IV. c. cii. sec. 2.	50*l.* each; sec. 45.	50*l.* shares; sec. 27 7 Geo. IV. c. lxxxvii. sec. 8. 11 Geo. IV. c. cxxvi. sec. 2 & 3.	- - 50*l.* shares; sec. 49.	- - -	100*l.* shares. 10 Geo. IV. c. cvi. sec. 17. 3 Will. IV. c. iv. sec. 10. 3 Will. IV. c. xcii. sec. 8. 1 Vict. c. viii. sec. 2.
—	—	—	—	—	—	—	
sec. 80.	sec. 59.	sec. 53.	sec. 77.	sec. 48.	sec. 94.	- - -	sec. 55. Person whose name stands in register liable for calls till transfer enrolled; sec. 59.
sec. 81.	- - deed of conveyance to be signed and entered before purchasers have a right to vote or receive benefit; sec. 59.	- - not to be sold until calls paid; sec. 54.	sec. 78.	sec. 49.	sec. 95.	- - -	sec. 56.
sec. 80.	sec. 59.	sec. 54.	sec. 77.	sec. 48.	sec. 94.	- - -	sec. 55.
- - not to exceed 10*l.* per share; sec. 72.	- - not to exceed 10*l.* per share; sec. 54.	- - not to exceed 5*l.* per share; sec. 47.	- - not to exceed 15*l.* per share; sec. 70.	- - not to exceed 10*l.* per share; sec. 42.	- - not to exceed 5*l.* per share; sec. 87.	- - -	- - not to exceed 10*l.*; sec. 50.
sec. 72.	- - by directors; sec. 54.	sec. 47.	sec. 70.	sec. 42.			
- - at the distance of one calendar month; sec. 72.	- - at the distance of 60 days from each other; sec. 64.	- - at the distance of two months from each other; sec. 47.	- - at the distance of two months from each other.	- - at the distance of one calendar month from each other; sec. 42.	- - at the distance of three calendar months, and 21 days' notice given in newspapers; sec. 87.	- - -	- - at the distance of one calendar month; sec. 50; and 10 days' notice by advertisement; sec. 50.
- - one month's notice by advertisement in newspapers; sec. 73.	- - 14 days' notice to be given by advertisement; sec. 54.	- - 20 days' notice by letter; sec. 47.	- - no time given; sec. 70.				
sec. 73.	- - -	- - -	sec. 70.	sec. 42.	sec. 87.	- - -	sec. 51.
- - -	- - if not paid at time and place appointed, amount to be recovered by action; sec. 54.	- - on neglecting to pay when appointed, to be recovered by action; sec. 47.	- - -	- - -	sec. 51.		
sec. 74.	sec. 56.	sec. 49.	sec. 72.	sec. 44.	sec. 89.	- - -	sec. 53.
- - forfeiture to be indemnification for all actions after forfeiture, but not before; sec. 73.	- - on neglecting to pay calls, directors may declare forfeiture at first general meeting, or bring action; sec. 54. No advantage to be taken of forfeiture for two months after declaration; sec. 54.	- - on neglecting to pay calls, to be fined for first neglect, and after three months' notice, forfeiture to be declared at a general meeting; sec. 47. Forfeiture to be indemnity for all actions after forfeiture, but not before; sec. 47.	- - on neglect to pay calls, shares to be forfeited after notice by letter at next general meeting; sec. 70.	- - in case of failure of payment in three months, shares to be sold, after notice given; sec. 42.	- - on neglect of call, shares forfeited, but notice to be given, and confirmed at general meeting; sec. 87.	- - -	sec. 51.
sec. 73.	sec. 55.	sec. 48.	sec. 71.	sec. 43.	sec. 87.	- - -	sec. 52.
- - -	- - -	- - -	- - company may purchase shares, either to merge in the undertaking, or to be transferred to the clerk in trust for the company; sec. 82.	- - -	sec. 107.	—	—

(*continued.*)

II.——Shares—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
How Shares identified	- - Names of proprietors to be entered, and certificates of their shares to be delivered to them; sec. 111. New certificates to be granted if old ones destroyed; sec. 112.	sec. 157. sec. 158.	sec. 97. sec. 98.	- - -	sec. 109. sec. 110
Proprietorship, how ascertained in certain cases, on acquisition of Shares.	sec. 145. 161.	sec. 160. 165.	sec. 129. 138.	sec. 122. 131.	sec. 112. 117.
Nature of the Property	- - Shares to be personal estate; sec. 107.	sec. 166.	sec. 95.	sec. 128.	sec. 118.
Amount of Shares	100*l.* each; sec. 106.	- - 100*l.* each; sec. 3.	- - 20*l.* each; sec. 94. Company may consolidate them into 100*l.* shares; 7 Will. IV. & 1 Vict., c. l. sec. 6.	- - 50*l.* each; sec. 3: 25*l.* each; 7 Will. IV. & 1 Vict. c. lxxi. sec. 67. General meetings may consolidate them into 100*l.* shares; sec. 101.	- - 20*l.* each; sec. 3.
Transfer of Shares, and Form of Conveyance.	- - Proprietors enabled to sell shares; form of conveyance; sec. 148.	sec. 167.	sec. 135.	sec. 129. Sums to be paid on transfer of new shares; 7 Will. IV. & 1 Vict. c. xxi; sec. 70.	sec. 119.
Transfer Books	- - - - - - -	- - power to close transfer-books at certain periods; 5 & 6 Will. IV. c. lvi. sec. 111.	- - -	- - 7 Will. IV. and 1 Vict., c. lxxi. sec. 66.	- - 1 & 2 Vict., c. xx. sec. 32.
Calls must be paid before Sale of Shares allowed.	- - After a call, no shares to be sold till calls are paid; sec. 149.	sec. 168.	sec. 137.	sec. 130.	sec. 120.
Registration of Transfers	- - Memorial to be entered by clerk of the court in a book kept for that purpose; sec. 148.	sec. 167.	sec. 135.	sec. 129.	sec. 119.
CALLS:					
Amount	- - Not to exceed 20*l.* upon each share; sec. 142.	- - not to exceed 10*l.* on each share, or 25*l.* in any one year; sec. 162.	- - not to exceed 5*l.* upon each share, at two calendar months distance; sec. 126.	- - not to exceed 5*l.*, total amount each year 20*l.*; sec. 111. Not to exceed 5*l.*; 7 Will. IV. & 1 Vict. c. lxxi. sec. 69.	- - not to exceed 5*l.*, with an interval of two months between each call; sec. 114.
By whom to be made	Directors; sec. 142	sec. 162.	sec. 126.	sec. 111. 7 Will. IV. & 1 Vict. c. lxxi. sec. 69.	sec. 114.
How often to be made	- - Not within three months of each other; sec. 142.	sec. 162.	- - not within two months of each other; sec. 126.	sec. 111. Interval of three months between each call; 7 Will. IV. & 1 Vict. c. lxxi. sec. 69.	sec. 114.
Notice to be given	- - Twenty-one days, by advertisement in newspaper; sec. 142.	sec. 162.	sec. 126.	sec. 111. 7 Will. IV. & 1 1 Vict. c. lxxi. sec. 69.	sec. 114.
Interest, when to be paid	- - If not paid at proper periods, interest at five per cent. to be charged; sec. 142.	sec. 162.	- - -	sec. 117.	sec. 114.
Recovery	- - May be recovered by directors in any court of record, and shares declared forfeited; sec. 108. 142.	sec. 162.	sec. 126.	sec. 117.	sec. 114.
Proceedings in Actions	- - What shall be necessary for company to allege and prove in order to recover; sec. 144.	sec. 164.	sec. 128.	sec. 118.	sec. 116.
FORFEITURE:					
How forfeited	- - On neglecting to pay calls after certain notices, and forfeiture declared at a special or general meeting; sec. 142.	sec. 162. 165.	sec. 126.	sec. 119.	sec. 114.
Sale of forfeited Shares	- - If purchase-money be more than sufficient to pay arrear of calls, surplus to be paid to owners on demand; sec. 143.	sec. 163.	sec. 127.	sec. 121.	sec. 115.
Payment of Subscriptions in advance.	- - - - - - -	- - -	- - -	- - proprietors empowered to pay subscriptions in advance, and receive interest for the same; sec. 123. Repealed and re-enacted, 7 Will. IV. & 1 Vict. c. lxxi. sec. 72, 73.	- - -
Purchase of Shares by Company	- - - - - - -	- - -	- - company may buy up shares and sell them again; sec. 134.	- - -	sec. 201.

- - - - - - - - SHARES—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London). 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London). 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London). 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London). 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 147–149.	sec. 109.	sec. 176.	sec. 115.	sec. 153.	sec. 172.	sec. 118.	sec. 140.
sec. 148.	sec. 110.	sec. 177.	sec. 116.	sec. 154. Power to include any number of shares in one certificate; sec. 155.	sec. 173.	sec. 119.	sec. 141.
sec. 150. 156.	sec. 112. 118.	sec. 179. 185.	sec. 118. 124.	sec. 157. 163.	sec. 174. 180.	sec. 122. 128.	sec. 143. 149.
sec. 157.	sec. 119.	sec. 186.	sec. 126.	sec. 164.	sec. 171.	sec. 129.	sec. 139.
- - 100*l.* each; sec. 3.	- - 50*l.* each; sec. 3.	- - 100*l.* each; sec. 3.	- - 100*l.* each; sec. 3.	- - 25*l.* each; sec. 3.	- - 100*l.* each; sec. 170.	- - 50*l.* each; sec. 3. Directors empowered to divide 50*l.* shares into 25*l.* shares; sec. 4.	- - 50*l.* each; sec. 136. Company may increase the number of shares by diminishing the amount of value; sec. 138.
sec. 158.	sec. 120.	sec. 187.	sec. 127.	sec. 166.	sec. 186.	sec. 130.	sec. 155.
- - Power of company to close transfer-books at certain periods; sec. 159.	sec. 121.	sec. 188.	- - 7 Will. IV. & 1 Vict. c. cii. sec. 42.	sec. 167.	sec. 187.	sec. 131.	sec. 156.
sec. 160.	sec. 122.	sec. 189.	sec. 128.	sec. 168.	sec. 188.	sec. 132.	sec. 157.
sec. 158.	sec. 120.	sec. 187.	sec. 127.	sec. 166.	sec. 186.	sec. 130.	sec. 155.
- - not to exceed 10*l.* upon each share, or 40*l.* per annum; sec. 153.	- - not to exceed 5*l.* a call, or 30*l.* per annum; sec. 115.	- - not to exceed 10*l.* per share, or more than 35*l.* each year; sec. 182.	- - not to exceed 10*l.* each call, or 100*l.* in a year; sec. 121.	- - not to exceed 3*l.* each call; sec. 159.	- - not to exceed 10*l.* upon each share; sec. 177.	- - not to exceed 5*l.* on each share, and 30*l.* within one year; sec. 125.	- - not to exceed 10*l.* on each share, and 25*l.* in one year; sec. 146.
sec. 153.	sec. 115.	sec. 182.	sec. 121.	sec. 159.	sec. 177.	sec. 125.	sec. 146.
- - not within three calendar months; sec. 153.	- - not within two months; sec. 115.	- - not within three calendar months; sec. 182.	sec. 121.	sec. 159.	- - not within three calendar months; sec. 177.	- - not within two calendar months; sec. 125.	- - at intervals of three months between each call; sec. 146.
sec. 153.	sec. 115.	sec. 182.	sec. 121.	sec. 159.	sec. 177.	sec. 125.	sec. 146.
sec. 153.	sec. 115.	sec. 182.	sec. 121.	sec. 159.	sec. 177.	sec. 125.	sec. 146.
sec. 153.	sec. 115.	sec. 182.	sec. 121.	sec. 159.	sec. 177.	sec. 125.	sec. 146.
sec. 155.	sec. 117.	sec. 184.	sec. 123.	sec. 162.	sec. 179.	sec. 127.	sec. 148.
sec. 153.	sec. 115.	sec. 182.	sec. 121.	sec. 160.	sec. 177.	sec. 125.	sec. 146.
sec. 54.	sec. 116.	sec. 183.	sec. 122	- - not to sell more shares than will pay call; sec. 161.	sec. 178.	sec. 126.	sec. 147.
sec. 152.	sec. 114.	sec. 181.	sec. 120. Repealed and re-enacted, 7 Will. IV. & 1 Vict. c. cii. sec. 49, 50.	sec. 169.	sec. 176.	sec. 124.	sec. 145.
- - -	- - -	- - -	- - -	sec. 165.	—	—	—

III.—DIVIDENDS AND RESERVED FUND.

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
When to be declared	-- At annual general meetings; sec. 122. At special general meetings to be called for the purpose of declaring a dividend, the majority of proprietors present consenting. 1 Will. IV. c. li. sec. 26.	sec. 85. And by directors at intermediate times; sec. 86.	sec. 102.	- - -	- - -
Declaration of Amount	-- Certificate signed by treasurer or clerk of the dividend declared, and consequent reduction of rates, to be filed with the clerk of the peace, and notice given in newspapers; sec. 129. 1 Will. IV. c. li. sec. 27.	—	—	—	—
How limited	-- One-tenth part of profits to be set aside for contingencies; disposal of reserved fund; sec. 123–127.	- - -	- - -	- - -	- - -
	Company to deduct from their tonnage rates 5 *l.* per cent. for each 1 *l.* per share which they may divide beyond 10 *l.* per share; sec. 128.	- - -	- - -	- - -	- - -
When to be increased	-- If less than 10 *l.* per share, to be increased from reserved fund to that amount; sec. 130.	—	—	—	—
New Shares	- - - - - - -	- - -	- - -	- - -	-- subscribers to new shares to have priority; 10 Geo. IV. c. cxxii. sec. 6.
What Receipts to be taken	-- Receipts for dividends of persons in whose names the shares stand, or of parents or guardians of minors, to be sufficient discharge; sec. 132, 133.	sec. 88, 89.	- - -	sec. 42, 43.	- -
Interest on Subscriptions	-- 5 per cent. to be paid on the capital subscribed until the completion of the undertaking. 7 & 8 Geo. IV. c. xxi. sec. 14. Dividends arising from the carrying department to be made separate from the tonnage rates. 10 Geo. IV. c. xxxv. sec. 29. 1 Will. IV. c. li. sec. 28.	—	—	—	—

DIVIDENDS AND RESERVED FUND.

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
sec. 84.	- - -	sec. 55.	sec. 83, 84.	- - -	sec. 98.	—	—
—	—	—	—	—	—	—	—
- - -	- - -	- - -	- - -	- - -	- - one-eighth of net profits may be set aside as a fund for contingencies; disposal of reserved fund; sec. 99–103	—	—
- - -	- - -	- - -	- - -	- - company not to divide more than 10 per cent. on their capital until they have reduced their charges; sec. 88.	—	—	—
—	—	—	—	—	—	—	—
- - -	- - -	- - subscribers to new shares to have priority; 11 Geo. IV. & 1 Will. IV. c. lx. sec. 4.	- - -	- - 1 & 2 Vict. c. lx. sec. 3.	—	—	—
- - -	- - -	- - -	sec. 86, 87.	- - -	sec. 105, 106.	—	—
—	—	—	—	—	—	—	—

(continued.)

III.——Dividends and Reserved Fund—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
When to be declared	-- At annual general meetings, or at any special general meeting; sec. 150.	-- at half-yearly general meeting, or at a special general meeting, if the majority of the proprietors present shall think proper; sec. 156.	-- at the annual general meeting, or at any special general meetings; sec. 137.	-- at half-yearly general meeting, or at a special general meeting; sec. 135.	sec. 108.
What Receipt to be taken	-- Receipts for dividends of persons in whose name the shares stand, or of parents or guardians of minors, to be sufficient discharge; sec. 152, 153.	sec. 169, 170.	sec. 140, 141.	sec. 126, 127.	sec. 121, 122.
Interest on Principal Monies paid in advance.	- - - - - - -	- -	-- 3 per cent. interest to be paid until railway completed, upon sums advanced above 10 *l.* per share; sec. 139.	-- 4 per cent. to be paid on all sums paid in advance; sec. 123; altered to 5 per cent.; 7 Will. IV. & 1 Vict. c. lxxi. sec. 73.	- -
New Shares	- - - - - - -	- - -	-- proprietors of new shares to have priority; 7 Will. IV. & 1 Vict. c. l. sec. 5.	—	—
Reserved Fund	- - - - - - -	- - -	- - -	-- one-tenth of the profits to be set aside before dividends made; sec. 136; disposal of reserved fund; sec. 137–140.	—

IV.——ACCOUNTS.

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
General Meetings	-- May call for and examine accounts of directors and officers; sec. 94.	sec. 64.	- - -	- - -	- - -
Officers	-- To account to directors when required; sec. 108.	sec. 72.	sec. 88.	- - -	-- to such persons as company shall direct; sec. 47.
Directors	- - - - - - -	-- books of account to be kept by directors open to inspection; sec. 71.	- - -	- - -	- - -
Annual Balance	To be made up annually; sec. 122	sec. 85, 86.	sec. 102.	- - -	- - -
Separate Accounts	- - - - - - -	- - -	- - -	- - -	- - -

Dividends and Reserved Fund—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 146.	sec. 108.	sec. 175.	- - at a yearly general meeting, or at a special general meeting; sec. 116.	- - directors to declare and make dividends when and as they shall think proper; sec. 171.	- - at a half-yearly general meeting, or at a special general meeting; sec. 224.	sec. 117.	sec. 193.
sec. 162, 163.	sec. 123, 124.	sec. 190, 191.	sec. 129, 130.	sec. 172, 173.	sec. 189, 190.	sec. 133, 134.	sec. 178, 179
- - 4 per cent.; sec. 152; altered from 4 to 5 per cent.; 7 Will. IV. and 1 Vict. c. xci. sec. 29.	sec. 114.	sec. 181.	- - sec. 120; altered from 4 to 5 per cent.; 7 Will. IV. & 1 Vict. c. cii. sec. 50.	sec. 169.	- - sec. 176; altered from 4 to 5 per cent.; 7 Will. IV. & 1 Vict. c. xxiv. sec. 74.	sec. 124.	sec. 145.
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ACCOUNTS.

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
- - may call for and audit accounts; sec. 66.	- - -	- - -	sec. 55.	- - -	sec. 82.	—	—
sec. 79.	sec. 51.	sec. 52.	sec. 63.	sec. 47.	sec. 79.	sec. 18.	sec. 46.
- - proprietors of 10 shares to have free access; sec. 78.	- - -	sec. 51.	—	—	—	—	—
sec. 84.	- - -	sec. 55.	sec. 83, 84.	- - -	sec. 98.	—	—
- - -	- - -	- - -	- - -	- -	- - -	- - -	- - separate accounts of tolls and profits on carriage to be kept open to inspection of overseers during the first 14 days of February and August; 1 Vict. c. ciii. sec. 25.

(*continued.*)

IV.——Accounts—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
General Meetings	Examination of accounts by; sec. 124	- - -	sec. 106.	sec. 99.	—
Officers	- - To account to directors for all monies received, and produce vouchers and receipts for all payments; sec. 136.	sec. 153.	sec. 121.	sec. 133.	sec. 105.
Directors	- - To cause accounts to be kept, which are to be open to inspection of members and creditors of company; sec. 138.	sec. 148.	sec. 123.	sec 132.	sec. 100.
Annual Balance	- - Directors to cause accounts to be made up and balanced annually; s. 150.	sec. 155.	sec. 137.	sec. 134.	sec. 107.
Separate Accounts	- - Company to keep separate accounts of all tonnage rates; sec. 104. Repealed and re-enacted with additional penalties; 1 & 2 Vict. c. lix. sec. 19, 20.	sec. 216.	- - company to keep a separate account of money received for rates and tolls; 7 Will. IV. & 1 Vict. c. 1. sec. 7.	- - company to keep separate account of tolls for the use of railway; sec. 157; 7 Will. IV. & 1 Vict. c. lxxi. sec. 82.	sec. 170.

V.——SHAREHOLDERS.

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester to Oldham, with Branches. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
Names of Proprietors	- - To be entered in a book, and certificates of their shares to be delivered to them; sec. 83.	sec. 53.	sec. 64.	sec. 27.	sec. 30.
Form of Certificate	sec. 83.	sec. 53.	sec. 64.	sec. 27.	sec. 30.
Registration of Proprietors	- - Clerk of company to keep account of the places of abode of proprietors, and of proceedings of company; sec. 111.	sec. 74.	sec. 91.	- - -	- - -
VOTES:					
Who shall vote	- - Parties holding under 20 shares to have a vote for each share, and one vote for every four shares above 20; sec. 79. Four 25 *l.* new shares to be equivalent to one original share; 10 Geo. IV. c. xxxv sec. 31; 1 Will. IV. c. li. sec. 7.	- - each shareholder to vote for each share; sec. 49.	- - parties to have a vote for each share; sec. 60. No person to have more than 15; sec. 61.	- - -	- - subscribers to have a vote for every four shares; sec. 31; 5 & 6 Will. IV. c. xcvii. sec. 19.
May be given by Proxy	- - Votes may be given by proxy; form of proxy; sec. 79.	sec. 51.	sec. 60.	sec. 27.	sec. 31.
Penalty for fraudulent Transfer of Shares.	- - 50 *l.* for every share to be transferred, on conviction before two justices; sec. 80.	—	—	—	—
Joint Proprietors	- - Person whose name stands first as joint proprietor with others to be deemed owners, and to vote; sec. 81.	sec. 50.	sec. 62.	sec. 30.	- - -
Lunatics and Minors	- - To vote by committees and guardians; sec. 82.	sec. 52.	sec. 63	sec. 29.	- - -
Arrears	- - Proprietor in arrear for any call not to vote until arrears are paid; sec. 117.	sec. 80.	sec. 97.	- - -	- - -
Mortgagees and Creditors	- - Not to be deemed shareholders, or vote; sec. 87.	sec. 58.	sec. 68.	- - no creditors to vote; sec. 34.	- - -
Liability	- - - - - - -	- - -	- - -	- - -	- - no person liable for more than stock; sec. 28.

- - - - - - - ACCOUNTS—*continued.*

19. Great Western. — 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) — 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) — 6 7 Will. IV. c. ciii.	22. Great North of England. — 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) — 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. — 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) — 6 7 Will. IV. c. cxxiii.	26. Brighton and London. — 7 Will. IV. & 1 Vict. c. cxix.
—	—	—	—	—	—	—	—
sec. 142.	sec. 105.	sec. 172.	sec. 110.	sec. 146.	sec. 221.	sec. 114.	sec. 190.
sec. 138.	sec. 100.	sec. 167.	sec. 104.	sec. 150.	sec. 219.	sec. 109.	sec. 188.
sec. 145.	sec. 107.	- - directors to cause accounts to be made up half-yearly; sec. 174.	- - accounts to be made up yearly; sec. 113.	- - accounts to be made up half-yearly; sec. 170.	—	—	—
sec. 214.	sec. 189.	sec. 266.	sec. 136. Repealed and re-enacted 7 Will. IV. & 1 Vict. c. cii. sec. 47, 48.	sec. 209. 1 & 2 Vict. c. lxxxi. sec. 54.	sec. 236.	sec. 188.	sec. 257.

- - - - - - - SHAREHOLDERS.

6. Edinburgh and Dalkeith. — 7 Geo. IV. c. xcviii.	7. Hereford. — 7 Geo. IV. c. c.	8. Dundee and Newtyle. — 7 Geo. IV. c. ci.	9. Aberdulais. — 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. — 7 Geo. IV. c. ciii.	11. Limerick to Carrick. — 7 Geo. IV. c. cxxxix.	12. Johnstone to Ardrossan. — 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. — 9 Geo. IV. c. lxi.
sec. 59.	sec. 61.	sec. 34.	sec. 50.	sec. 39.	sec. 54.	*Note.*—The Act empowers the Glasgow, Paisley and Ardrossan Canal Company, incorporated by 46 Geo. 3, c. 75, to make the Railway, and contains no provisions applicable to this Table.	sec. 57.
sec. 59.	sec. 61.	sec. 34.	sec. 50.	sec. 30.	sec. 54.	- - -	sec. 57.
sec. 70.	sec. 51.	sec. 44.	sec. 67.	sec. 39.	sec. 86.	—	—
1 to 5, 1 vote, 5 to 10, 2 votes, 10 to 20, 3 votes, 20 or more, 4 votes; sec. 60. If holding office or contract disqualified (branch line); 4 & 5 Will. IV. c. lxxi. sec. 26.	- - subscribers to have a vote for every share; sec. 43. No proprietor in arrear to vote; sec. 58.	- - 1 vote for every share to 10; 1 vote more for every 5; but no proprietor to have more than 20 votes; sec. 35.	- - one vote for every share; sec. 48.	- - one vote for every two shares; sec. 31.	- - one vote for every five shares; sec. 52. No person to have more than 60 votes; sec. 52.	- - -	- - one vote for every share; sec. 37. No proprietor to have more than 20 votes; 3 & 4 Will. IV. c. xcv. sec. 10.
sec. 60.	sec. 43.	sec. 35.	sec. 48.	sec. 31. Appointment to be received by secretary two days before meeting; 1 & 2 Vict. c. lx. sec. 7.	sec. 52.	- - -	sec. 37.
—	—	—	—	—	—	—	—
- - -	- - -	- - -	sec. 79.	—	—	—	—
sec. 60.	sec. 43.	sec 35.	sec. 49.	sec. 9.	sec. 97.	- - -	sec. 37.
sec. 75.	sec. 58.	- - -	sec. 74.	- - -	sec. 92.	- - -	sec. 54.
- - -	sec. 47.	- - -	- - -	sec. 34.	sec. 61.	—	—
sec. 63.	- - - 11 Geo. IV. and 1 Will. IV. c. lx. sec. 7; 6 & 7 Will. IV. c. cii. sec. 20.	- - no person liable beyond subscription; sec. 92.	- - -	- - no person liable for more than stock; sec. 28.	—	—	—

(*continued.*)

V.——SHAREHOLDERS—*continued.* - - - - - -

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampon and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
NAMES OF PROPRIETORS - -	- - To be entered in a book, and certificates of their shares to be delivered to them; sec. 111.	sec. 157.	sec. 97. 125.	- - -	sec. 109.
FORM OF CERTIFICATE - -	sec. 111.	sec. 157.	sec. 97.	- - -	sec. 109.
NEW CERTIFICATE TO BE GRANTED IF OLD ONE DESTROYED.	sec. 112.	sec. 158.	sec. 98.	- - -	sec. 110.
REGISTRATION OF PROPRIETORS -	- - Company to enter and keep list of proprietors of shares; sec. 140.	sec. 159.	sec. 125.	sec. 124.	sec. 111.
VOTES:					
WHO SHALL VOTE - -	- - Parties holding under 20 shares to have a vote for each share, and one vote for every four above 20; sec. 120. In respect of new shares one vote for each 100*l.*; 1 & 2 Vict. lix. sec. 16.	- - parties to vote for each share up to 20, and one vote for each five above; sec. 133.	- - parties to vote for 10 shares and under 20; for 20 to 35, two votes; 35 to 50, three votes; 50 and upwards, four votes; sec. 114.	- - parties to vote for 10 shares and less than 25; 25 to 50, two votes; 50 to 100, three votes; 100 to 150, four votes; 150 to 200, five votes; 200 upwards, six votes; sec. 94.	- - parties to vote for five shares and not exceeding 10, with an additional vote for every five shares; no person to have more than 10 votes; sec. 86.
NEW SHARES - - -	- - - - - - -	- - holder of new shares to enjoy the same right of voting as other proprietors; 7 Will. IV. and 1 Vict. c. lxiv. sec. 9.	—	- - 7 Will. IV. & 1 Vict. c. lxxi. sec. 68.	—
MAY BE GIVEN BY PROXY -	Form of proxy; sec. 120. - -	sec. 133.	sec. 114.	sec. 94.	sec. 86.
JOINT PROPRIETORS - -	- - Person whose name stands first as joint proprietor with others, to be deemed owners and to vote; sec. 109.	sec. 134. 5 & 6 Will. IV. c. lvi. sec. 110.	sec. 115.	sec. 125.	sec. 87.
LUNATICS AND MINORS - -	- - To vote by committees and guardians; sec. 110.	sec. 135.	sec. 116.	sec. 96.	sec. 88.
ARREARS - - - - -	- - Proprietor in arrear not to vote; sec. 146.	sec. 136.	sec. 130.	sec. 97.	sec. 89.
MORTGAGEES AND CREDITORS	Not to vote; sec. 115 - -	sec. 240.	sec. 101.	sec. 144.	sec. 194.
LIABILITY - - - - -	- - - - - - -	- - -	- - -	- - -	- - subscribers to new shares not to be liable beyond the amount fixed at a meeting of company; 1 & 2 Vict. c. xx. sec. 33.
ECCLESIASTICAL PERSONS -	- - May hold shares; 1 & 2 Vict. c. lix. sec. 18.	—	—	—	—

SHAREHOLDERS—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV & 1 Vict. c. cxix
sec. 147.	sec. 109.	sec. 176.	sec. 115.	sec. 153.	sec. 172.	sec. 118.	sec. 140.
sec. 147.	sec. 109.	sec. 176.	sec. 115.	sec. 153.	sec. 172.	sec. 118.	sec. 140.
sec. 148.	sec. 110.	sec. 177.	sec. 116.	sec. 154.	sec. 173.	sec. 119.	sec. 141.
sec. 149.	sec. 111.	sec. 178.	sec. 117.	sec. 156.	- - -	sec. 120.	sec. 142.
- - not exceeding 20, a vote for each share; an additional vote for every five shares; sec. 122.	- - parties to have one vote for every share not exceeding 20; additional vote for five shares above 20; sec. 85.	sec. 152.	sec. 90.	sec. 134.	sec. 181.	sec. 95.	sec. 159.
—	—	—	—	—	—	—	—
sec. 122.	sec. 85.	sec. 152.	sec. 90.	- - 1 & 2 Vict. c. lxxxi. sec. 63.	sec. 181.	sec. 95.	sec. 150.
sec. 124.	sec. 87.	sec. 154.	sec. 91.	sec. 135.	sec. 183.	sec. 96.	sec. 152.
sec. 125.	sec. 88.	sec. 155.	sec. 92.	ec. 136.	sec. 184.	sec. 97.	sec. 153.
sec. 126.	sec. 89.	sec. 156.	sec. 93.	sec. 137.	sec. 185.	sec. 98.	sec. 154.
sec. 243.	sec. 211.	sec. 196.	sec. 205.	sec. 249.	sec. 196.	sec. 212.	sec. 142.
- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - no person answerable for more than their respective number of shares; sec. 148.
—	—	—	—	- - 1 & 2 Vict. c. lxxxi. sec. 61.	—	—	—

VI.——MEETINGS.

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
NATURE OF MEETINGS	- - General and special general; sec. 90.	sec. 60.	sec. 71.	sec. 31. 33.	sec. 35. 38.
TIME OF GENERAL MEETINGS	- - After first meeting, a general meeting to be held 15th March each year, or within 14 days; sec. 90. 20th January, or within 14 days; 7 Will. IV. c. xxvii. sec. 9.	- - first Tuesday in June, or within 10 days; sec. 60.	- - first Monday in July, or within 4 weeks; sec. 71.	- - whenever appointed by preceding meetings; sec. 31.	sec. 35.
NOTICE REQUIRED	- - 10 days' notice by advertisement; sec. 110.	14 days; sec. 60.	- - 10 days by advertisement, or left at places of abode; sec. 71.	- - -	- - -
QUORUM	- - 25 persons holding 200 shares; sec. 102.	- - 100 shares; sec. 62.	- - majority of shares; sec. 183.	- - persons possessing 30 shares; sec. 32. In special meetings the majority to hold 30 shares; sec. 33.	- - persons holding 300 shares; sec. 37.
WHO TO PRESIDE	- - Chairman or deputy chairman of directors; sec. 104.	- - -	sec. 85.	- - -	- - -
SPECIAL GENERAL MEETINGS:					
BY WHOM CALLED	- - Directors, or on requisition of 25 proprietors holding 200 shares, or of Marquess of Stafford, sec. 107.	- - 10 proprietors holding 100 shares in the aggregate; sec. 61; or by directors; sec. 70.	- - by directors on requisition of 3 proprietors holding 20 shares; sec. 81.	- - by 5 proprietors, each holding 5 shares; sec. 33.	- - 5 proprietors, each holding 4 shares; sec. 38.
NOTICE REQUIRED, IF CALLED BY SHAREHOLDERS.	- - 14 days by advertisement, specifying purpose for which called; sec. 107. 110.	- - -	- - 10 days by advertisement, or left at places of abode; sec. 71.	sec. 33.	14 days; sec. 38.
BUSINESS:					
AT SPECIAL GENERAL MEETINGS.	- - Only that for which called; sec. 101.	- - only that specified in notice; sec. 61.	sec. 82.	- - only that specified in notice; sec. 33.	sec. 38.
AT ADJOURNED MEETINGS	- - None but that left unfinished; sec. 101.	—	—	—	—
MINUTE OF PROCEEDINGS	- - Orders and proceedings to be entered and signed by chairman, and to be evidence; sec. 109.	sec. 73.	sec. 89.	- - -	- - -

- - - - - - - - - MEETINGS.

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
sec. 64. 69.	sec. 48. 50.	sec. 40. 43.	sec. 53. 59.	sec. 35. 38.	sec. 64.	*Note.* — The Act empowers the Glasgow, Paisley and Ardrossan Canal Company, incorporated by 46 Geo. III. c. lxxv., to make the railway; and the regulations respecting the meetings of the company must be sought for in that Act.	sec. 40.
sec. 64. One annual meeting in Edinburgh; 10 Geo. IV. c. cxxii. sec. 8; 4 & 5 Will. IV. c. lxxi. sec. 25.	- - whenever appointed by preceding meetings; sec. 48.	sec. 40.	- - second Thursday in September, or within 10 days; sec. 53.	- - when appointed by preceding meetings; sec. 35.; or by committee of management, 1 & 2 Vict. c. lx. sec. 6.	- - first Tuesday in March, in London; sec. 64.		- - when appointed by preceding meetings; sec. 40.; and to be at Stockton, or within 20 miles of the railway; 3 & 4 Will. IV. c. xcv. sec. 11.
10 days; 4 & 5 Will. IV. c. lxxi. sec. 25.	- - -	- - -	- - 14 days, by advertisement; sec. 59.	- - 10 days, by advertisement; 1 & 2 Vict. c. lx. sec. 6.	- - 10 days, by advertisement; sec. 64.	- - -	- - 7 days, by advertisement; sec. 40.
- - 200 shares; sec. 68.	25 shares; sec. 49.	- - 100 shares; sec. 42.	50 shares; sec. 60.	- - 200 shares; sec. 37.	- - 25 persons with 200 shares; sec. 81.	- - -	- - 50 shares; sec. 43.
- - one of the proprietors; 4 & 5 Will. IV. c. lxxi. sec. 28.	- - -	- - -	- - -	- -	- - chairman or deputy chairman, one of the directors, or, in their absence, a proprietor; sec. 80.	- - -	- - one of the proprietors present; sec. 43.
- - 6 proprietors, with 10 shares each; sec. 69.	- - 5 proprietors; sec. 50.	- - 5 proprietors, with 5 shares each; sec. 43. —10 holding 40 shares; 6 & 7 Will. IV. c. cii. sec. 22.	- - directors on requisition of 5 proprietors with 50 shares; sec. 59; or by directors; sec. 64.	- - 5 proprietors, with 2 shares each; sec. 38.	- - directors, or 25 proprietors with 200 shares; sec. 79.	- - -	- - any proprietor of five shares; sec. 42.
10 days; sec. 69.	- - 21 days given to each proprietor, or left at abode; sec. 50.	- - 14 days by post; sec. 43. 10 days by advertisement; 6 & 7 Will. IV. c. cii. s. 22.	- - 14 days by advertisement; sec. 59.	- - 14 days by advertisement, or left at abode of each proprietor; sec. 38.	- - -	- - -	- - 10 days by advertisement; sec. 42.
sec. 69.	sec. 50.	sec. 43. 6 & 7 Will. IV. c. cii. sec. 22.	sec. 59.	sec. 38.	sec. 83.	- - -	- - only that specified in notice; sec. 42.
—	—	—	—	—	—	—	—
- - -	- - -	- - -	sec. 65.	- - -	sec. 84.	- - -	- - to be entered and open to inspection; sec. 43.

(*continued.*)

VI.——Meetings—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Nature of Meetings	-- General and special general; sec. 118.	sec. 129.	sec. 104.	sec. 88.	sec. 82.
Time of General Meetings	-- After first meeting in August every year, or within 14 days; sec. 118.	sec. 129.	-- after first meeting in January every year, or within 14 days; sec. 104.	-- after first meeting half yearly in February and August; sec. 88.	sec. 82.
Notice required	-- 14 days' notice by advertisement; sec. 118. 139.	-- 10 days' notice by advertisement; sec. 129.	sec. 104. 124.	-- 14 days' public notice; sec. 88. 90.	-- 10 days' public notice; sec. 82. 85.
Quorum	-- 25 persons (personally or by proxy) entitled to 200 votes in the aggregate; sec. 132.	-- 40 persons present entitled to vote in respect of 2,000 shares at least; sec. 140.	-- 20 persons entitled to 1,000 shares in the aggregate; sec. 113.	-- 15 persons holding 500 shares; sec. 92.	-- 10 persons possessed of 500 shares; sec. 93.
Who to preside	-- Chairman or deputy chairman of directors, and in their absence, a director or proprietor; sec. 134.	sec. 150.	sec. 117.	sec. 93.	sec. 102.
SPECIAL GENERAL MEETINGS:					
By whom called	-- directors, or on requisition of 25 members holding in the aggregate 200 shares; sec. 119.	-- directors, or on requisition of 100 members holding 2,000 shares; sec. 130. Repealed; on requisition of 50 proprietors holding in the aggregate 2,000 shares; 5 & 6 Will. IV. c. lvi. sec. 106. 7 Will. IV. & 1 Vict. c. lxiv. sec. 12.	sec. 112.	-- by the directors or 40 proprietors holding 1,000 shares in the aggregate; sec. 89. 7 Will. IV. & 1 Vict. c. lxxi. sec. 65.	-- 10 proprietors holding 500 shares in the aggregate; sec. 83. 85.
Notice required	-- If called by members on refusal of directors, 14 days, specifying purpose for which called; sec. 119. 139.	sec. 130.	sec. 112. 124.	sec. 89, 90.	sec. 83.
BUSINESS:					
At Special General Meetings.	-- Only that for which called; sec. 131.	sec. 131.	sec. 118.	sec. 91.	sec. 84.
At adjourned Meetings	-- None but that left unfinished; sec. 131.	sec. 131.	sec. 118.	sec. 91.	sec. 84.
Minutes of Proceedings	-- Orders and proceedings to be entered in a book, and be evidence; sec. 137.	sec. 147.	sec. 122.	sec. 98.	sec. 99.
Place of Meeting	-- Where directors may appoint; sec. 118.	-- in London and Birmingham alternately; sec. 129. 5 & 6 Will. IV. c. lvi. sec. 99. Where directors may appoint; 7 Will. IV. & 1 Vict. c. lxiv. s. 11. 13.	-- directors to appoint time and place; sec. 119.	-- in London; sec. 88. Within four miles of the General Post Office, London; 7 Will. IV. & 1 Vict. c. lxxi. sec. 65.	- - -

MEETINGS—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 118.	sec. 81.	sec. 148.	sec. 86. Repealed and re-enacted; 7 Will. IV. & 1 Vict. c. cii. sec. 45, 46.	sec. 130.	sec. 202.	sec. 91.	sec. 171.
sec. 118.	- - after first meeting half yearly in May and November; sec. 81.	sec. 148.	sec. 86. Repealed and re-enacted; 7 Will. IV. & 1 Vict. c. cii. sec. 45, 46.	sec. 130.	- - after first meeting a general meeting in the first week in March, and the first week in September; sec. 202.	- - after first meeting in the second week in February and August, or within 20 days' after; sec. 91.	- - after first meeting in the third week in January, and the third week in July, or within 20 days after; sec. 171.
sec. 118. 121.	sec. 81. 84.	sec. 148. 152.	- - 14 days' public notice; sec. 86. 89.	- - 10 days' public notice; sec. 130. 133.	sec. 202. 205.	sec. 91. 94.	sec. 171.
- - 40 persons holding 2,000 shares; sec. 130.	- - 30 persons holding 2,000 shares; sec. 93.	- - 30 persons holders of 1,000 shares; sec. 160.	- - 40 persons possessed of 2,000 shares; sec. 97.	- - 50 persons holding 5,000 shares; sec. 141.	- - 30 persons holding 1,000 shares; sec. 207.	- - 32 persons holding at least 300 shares; sec. 102.	- - 30 persons holding 1,000 shares of 50*l.* each; sec. 176.
sec. 140.	sec. 102.	sec. 169.	sec. 106.	sec. 152.	sec. 214.	sec. 111.	sec. 183.
- - 100 persons holding 4,000 shares in the aggregate; sec. 119.	- - 50 persons holding 2,000 shares in the aggregate; sec. 82.	sec. 149.	sec. 87.	- - 20 proprietors holding 500 shares in the aggregate; sec. 131.	- - 50 proprietors possessed of 1,000 shares in the aggregate; sec. 203.	- - 21 proprietors holding 250 shares in the aggregate; sec. 92.	- - 50 proprietors holding 2,000 shares in the aggregate; sec. 172.
sec. 119. 121.	sec. 82. 84.	sec. 149. 152.	sec. 87. 89.	sec. 131. 133.	sec. 203. 205.	sec. 92. 94.	sec. 172.
sec. 120.	sec. 83.	sec. 150.	sec. 88.	sec. 132.	sec. 204.	sec. 93.	sec. 174.
sec. 120.	sec. 83.	sec. 150.	sec. 88.	sec. 132.	sec. 204.	sec. 93.	sec. 174.
sec. 137.	sec. 99.	sec. 166.	sec. 103.	sec. 149.	sec. 218.	sec. 108.	sec. 187.
- - -	- - -	- - -	- - alternately at Darlington and Newcastle-upon-Tyne; sec. 86. Repealed and re-enacted; 7 Will. IV. & 1 Vict. c. cii. sec. 45, 46.	- - all meetings to be held in London; 1 & 2 Vict. c. lxxxi. sec. 65.	- - -	- - -	- - in London; sec. 171.

VII.——DIRECTORS OR COMMITTEES OF MANAGEMENT.

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. (Forest of Dean). 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
Qualification	Five shares; sec. 95.	five shares; sec. 64.	five shares; sec. 76.	holding £.250 stock; sec. 31.	ten shares; sec. 35.
Disqualifications	Holding office or being concerned in contracts; sec. 98. 105.	place, contract or dealing in articles used by company, except coals; sec. 65: ceasing to hold five shares; sec. 66.	sec. 79. 86.		
Number	fifteen; sec. 95.	fifteen; sec. 64.	six; sec. 76.	nine; sec. 31.	seven; sec. 35.
How chosen	Three nominated by Marquess of Stafford; rest by proprietors; sec. 95.	by company at general meetings; sec. 76.	by company at general meetings; sec. 76.	sec. 31.	sec. 35.
Tenure of Office	Five to go out annually: the two first years by lot, the remaining five in 3d year, and in following years the five who have served longest; sec. 96.	whole number to be elected annually; sec. 65.	two annually: two first years by lot: third year the remaining two: afterwards two who have served longest; sec. 77.	the whole number to be elected at annual meetings; sec. 31.	sec. 35.
Re-eligibility	Re-eligible; sec. 97.	sec. 65.	sec. 79.		
Vacancies, how supplied	If nominated by Marquess of Stafford, another to be named by him: if by company, directors to choose one to remain in office as long as the one in whose place chosen; sec. 99.	by directors; sec. 66.	to be chosen by directors; sec. 80.	by general meetings; sec. 31.	sec. 35.
Quorum	Five; sec. 95. 97: seven; 7 & 8 Geo. IV. c. xxi. sec. 13.	three; sec. 70.	three; sec. 76.	three; sec. 31.	three; sec. 35.
Chairman and Deputy Chairman	Elected by directors at their first meeting after the general meetings; sec. 103.		sec. 84.		
Committees of Directors	Directors may appoint them, to do what they have power to do themselves; sec. 119.	sec. 82.	sec. 99.	sec. 36.	
Minutes of Proceedings	To be entered, signed by chairman, and be evidence; sec. 109.	sec. 81.	sec. 89.		
Powers and Duties	Sec. 106 By 7 & 8 Geo. IV. c. xxi. sec. 12, 13, directors not to vote by proxy.	sec. 70.	sec. 87.		sec. 41.
Responsibility	Accountable to general meetings; sec. 118.	sec. 81.	sec. 98.	and removable by general meetings; sec. 31. 37.	sec. 35. 46.

- - - DIRECTORS OR COMMITTEES OF MANAGEMENT.

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
- - ten shares; sec. 64.	- - five shares; sec. 48.	- - four shares; sec. 40.	- - - -	- - ten shares; sec. 35; five shares; 7 & 8 Geo. IV. c. 88. sec. 9.	- - five shares; sec. 74.	- - two shares; sec. 24.	- - five shares; sec. 40.
- - ceasing to hold 10 shares, or being bankrupt; sec. 64: place, contract or dealing in things used by company; sec. 73. 4 & 5 Will. IV. c. lxx. sec. 26.	sec. 54.	- - -	- - office or contract; sec. 57.	- - -	- - office or contract, or ceasing to hold five shares; sec. 71. 74.	- - -	- - office or contract, or dealing in articles used by company; sec. 40.
nine; sec. 64.	five; sec. 48.	(not stated.)	(not stated.)	seven; sec. 35.	fifteen; sec. 68.	three; sec. 17.	- - twelve; sec. 40: power to add six. 10 Geo. IV. c. cvi. s. 32.
sec. 64.	sec. 48.	sec. 40.	- - in the first instance nominated in the Act, afterwards chosen by company at general meetings; sec. 56, 57.	- - by company at general meetings; sec. 35.	- - certain directors named in the Act, and three to be chosen at first meeting; sec. 68.	- - by annual general meeting; sec. 17.	- - at first general meeting; sec. 40.
sec. 64.	sec. 48.	sec. 40.	sec. 57.	- - -	- - for two years three to go out by lot: in third and fourth years three more: and in fifth year the three who have served longest; sec. 69.	- - annua; sec. 17.	—
- - -	- - -	- - -	sec. 57.	- - -	sec. 70.	—	—
- - by directors until next general meeting, sec. 64: afterwards by company; sec. 68.	- - by general meetings; sec. 49.	sec. 40.	- - by directors; sec. 58.	- - by general meetings; sec. 35.	- - by directors: person chosen to remain in office as long as the one in whose place chosen; sec. 72.	- - -	- - by general meetings; sec. 40.
three; sec. 64.	three; sec. 48.	(not stated.)	three; sec. 64.	three; sec. 35.	- - -	two; sec. 17.	three; sec. 49.
- - -	- - chairman appointed at each meeting from those present; sec. 57.	sec. 46.	sec. 64.	sec. 41.	- - chairman and deputy chairman elected at first meeting, and whenever a vacancy arises; sec. 73.	—	—
sec. 76.	- - -	- - -	sec. 66.	- - -	sec. 76.	—	—
- - -	- - -	- - -	sec. 64, 65.	- - -	sec. 84.	*See* also 46 Geo. III. c. 75, by which the company was originally incorporated for making a canal.	—
sec. 64.	sec. 54.	sec. 46.	sec. 64.	sec. 41.	sec. 75.	- - -	sec. 48.
sec. 68. 77.	sec. 49. 54.	sec. 40. 50.	sec. 64. 75.	sec. 35. 45.	- - accountable; sec. 75. 93.	- - -	- - and removable by general meetings; sec. 41. 49.

(continued.)

VII.——Directors or Committees of Management—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Qualification	Holding five shares; sec. 126	-- holding 10 shares; sec. 137; and ten residing within 20 miles of London, and ten within 20 miles of Birmingham.	-- holding 20 shares; sec. 108.	sec. 102.	-- holding 50 shares; sec. 90.
Disqualifications	-- Holding office, being concerned in contracts, or ceasing to hold five shares; sec. 129. Ecclesiastical persons disqualified; 1 & 2 Vict. c. lix. sec. 18.	-- holding office, being concerned in contracts, or ceasing to hold 10 shares; sec. 142.	-- holding office, becoming a dealer in any articles required or manufactured by the company, and ceasing to hold 20 shares; sec. 109.	-- holding office, being concerned in any contract, and ceasing to hold 20 shares; sec. 105.	-- holding office, being concerned in any contract, and ceasing to hold 50 shares; sec. 95.
Number	Fifteen; sec. 126	-- twenty-four; sec. 137. Twenty-four and not less than 12; 7 Will. IV. & 1 Vict. c. lxiv. sec. 14.	-	-- fifteen and not less than 12; sec. 102.	eight; sec. 90.
How chosen	-- By annual general meetings; sec. 126.	-- by half-yearly general meetings in August; sec. 137.	-- by annual general meetings; sec. 108.	-- by first general half-yearly meetings; sec. 103.	-- by general meetings; sec. 91.
Tenure of Office	-- Three to go out annually, by lot, for the four first years, and then the remaining three; afterwards the three longest in office; sec. 127.	-- one-fourth to go out, by lot, the first year; one-third of the remaining the second year; one-half of the remaining the third year; and the remaining directors in the fourth year; sec. 138. One-third of the directors primarily elected to go out of office in 1836, and one-half of the remaining in 1837, and the remaining directors primarily elected shall cease to serve in the following year; 5 & 6 Will. IV. c. lvi. sec. 102.	-- three to go out annually, by lot, for the four first years; afterwards, the three longest in office; sec. 108.	sec. 103.	-- one-fourth to go out the first year, two of the remaining the second year, half of the remaining the third year, and the remaining directors in the fourth year; sec. 91.
Re-eligibility	-- Before completion of railway may be re-elected immediately, afterwards not till next meeting; sec. 128.	-- may be re-elected immediately; sec. 139.	sec. 108.	sec. 104.	sec. 92.
Vacancies	-- By directors, person elected to remain in office as long as one in whose place he is elected; sec. 130.	sec. 141.	sec. 109.	sec. 106.	sec. 94.
Quorum	-- Seven shall be competent to act and hold meetings; sec. 126. 135.	-- eight shall be competent to act; sec. 137 (repealed). Six shall be competent to act; 5 & 6 Will. IV. c. lvi. sec. 105.	-- three shall be competent to act; sec. 107.	-- five shall be present at each meeting; sec. 109.	-- three present to constitute a meeting; sec. 96.
Chairman and Deputy Chairman	-- Elected by directors at their first meeting after the general meetings; sec. 133.	sec. 149.	sec. 110.	sec. 110.	sec. 101.
Committees of Directors	-- Directors may appoint them to do what they have power to do themselves; sec. 147.	-- sec. 144; to be chosen at the first meeting of directors after the half-yearly meeting in February; 5 & 6 Will. IV. c. lvi. sec. 108. Committees may appoint sub-commitees; sec. 145.	sec. 131.	sec. 107.	sec. 97.
Minutes of Proceedings	-- To be entered, signed by the chairman, and to be evidence; sec. 137.	sec. 147.	sec. 122.	sec. 98. 116.	sec. 99.
Powers and Duties	sec. 135.	sec. 143.	sec. 119. Railway vested in directors and their successors for the use of company; sec. 177.	sec. 102. 112, 113.	sec. 96.
Meetings of Directors	-	-	-	-- once in every two months; s. 109.	—
Indemnity of Directors	-	-	-	-- directors shall be indemnified and saved harmless for all payments made or liability incurred in the execution of powers granted to them by the Act; sec. 108.	-
Responsibility	-- To obey the orders and directions of general meetings; sec. 135.	sec. 143.	sec. 119.	sec. 110.	-
Directors named in the Act until first General Meeting.	sec. 125.	sec. 151.	sec. 107.	sec. 103.	sec. 103.
Legal Liability	-	-- directors not personally answerable for acts legally done as directors; sec. 227.	-	sec. 206.	sec. 181.

DIRECTORS OR COMMITTEES OF MANAGEMENT—*continued.*

19.	20.	21.	22.	23.	24.	25.	26.
Great Western.	South-eastern. (Dover and London.)	Northern and Eastern. (Cambridge and London.)	Great North of England.	Eastern Counties. (Norwich and London.)	Manchester and Leeds.	The Commercial. (Blackwall and London.)	Brighton and London.
5 & 6 Will. IV. c. cvii.	6 & 7 Will. IV. c. lxxv.	6 & 7 Will. IV. c. ciii.	6 & 7 Will. IV. c. cv.	6 & 7 Will. IV. c. cvi.	[6 & 7 Will. IV. c. cxi.	6 & 7 Will. IV. c. cxxiii.	7 Will. IV. & 1 Vict. c. cxix.
- - holding 10 shares; sec. 127.	- - holding 20 shares; sec. 90.	- - holding 10 shares; sec. 157.	- - holding 5 shares; sec. 94.	- - holding 20 shares; sec. 139.	- - holding 25 shares; sec. 206.	- - holding 20 shares, sec. 99.	- - holding 20 shares, of 50 *l.* each; sec. 177.
- - holding office, being concerned in any contract, or ceasing to hold 10 shares; sec. 132.	- - holding office, being concerned in any contract, or ceasing to hold 20 shares; sec. 95.	- - holding office, being concerned in any contract, or ceasing to hold 10 shares; sec. 162.	- - holding office, being concerned in any contract, or ceasing to hold five shares; sec. 99.	- - holding office, interested in any contract, or ceasing to hold 20 shares; sec. 143.	- - holding office, concerned in any contract, or ceasing to hold 25 shares; sec. 210.	- - holding office, interested in any contract, or ceasing to hold 20 shares; sec. 104.	- - holding office, concerned in any contract, or ceasing to hold 20 shares of 50 *l.* each; sec. 179.
- - twenty-four; sec. 127.	twelve; sec. 90.	eighteen; sec. 157.	eighteen; sec. 94.	- - -	twelve; sec. 206.	sixteen; sec. 99.	twenty; sec. 175.
sec. 127.	sec. 90.	sec. 157.	sec. 94.	sec. 139.	sec. 206.	sec. 99.	sec. 175.
sec. 128.	sec. 91.	- - one-sixth to go out annually by rotation; sec. 158.	- - six of the directors to go out annually by rotation; sec. 95.	- - four of the directors to go out annually by rotation; sec. 139. Five to go out annually; 1 & 2 Vict. c. lxxxi. sec. 62.	- - three of the directors to go out annually by rotation; sec. 208.	- - one-fourth of the directors to go out annually by rotation; sec. 100.	- - one-fourth of the directors to go out annually by rotation; sec 177.
sec. 129.	sec. 92.	sec. 159.	sec. 96.	sec. 140.	sec. 209.	sec. 101.	sec. 178.
sec. 131.	sec. 94.	sec. 161.	sec. 98.	sec. 142.	sec. 211.	sec. 103.	sec. 180.
- - eight present to constitute a meeting; sec. 133.	- - four shall be competent to act; sec. 90. 96.	- - five shall be competent to act; sec. 157. 163.	sec. 94.	sec. 138.	sec. 206.	sec. 99. Repealed and re-enacted 7 Will. IV. & 1 Vict. c. cxxxiii. sec. 3, 4.	sec. 175.
sec. 139.	sec. 101.	sec. 168.	sec. 105.	sec. 151.	sec. 213.	sec. 110.	sec. 182.
sec. 134.	sec. 97.	sec. 164.	sec. 101.	sec. 147.	sec. 216.	sec. 106.	sec. 185.
sec. 185.	—	—		—	—	—	—
sec. 137.	sec. 99.	sec. 166.	sec. 103.	sec. 149.	sec. 218.	sec. 108.	sec. 187.
sec. 133.	sec. 96.	sec. 163.	sec. 100.	sec. 144.	sec. 215.	sec. 105.	sec. 184.
—	—	—	—	—	—	—	
sec. 226.	sec. 201.	sec. 265.	sec. 193.	sec. 225.	sec. 288.	sec. 200.	sec. 256.
- - -	- - -	sec. 163.	- - -	sec. 144.	- - -	- - -	sec. 184.
sec. 141.	sec. 103.	sec. 170.	sec. 107.	sec. 138.	sec. 212.	sec. 112	sec. 181.
sec. 225.	sec. 200.	sec. 264.	sec. 192.	sec. 224.	sec. 287.	sec. 199.	sec. 255.

VIII.——BYE-LAWS.

	1. Liverpool and Manchester. 7 Geo. iv. c. xlix.	2. Manchester and Oldham. 7 Geo. iv. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. iv. c. xlvi.	4. Forest of Dean. 7 Geo. iv. c. xlvii.	5. Ballochney. 7 Geo. iv. c. xlviii.
How made	-- By company, at general and special general meetings; sec. 93; also by directors, 1 Will. iv. c. li. sec. 19.	sec. 63.	sec. 74.	sec. 31.	sec. 35.
Publication	-- To be printed and published, and painted on boards in front of toll-houses; sec. 93.	sec. 63.	sec. 74.	sec. 31.	sec. 35.
Proof thereof	sec. 192.	- - -	- - -	- - -	- - -
Approval thereof	- - - - - - -	- - -	- - -	- - -	- - -
How far binding	-- On all parties, where not repugnant to the laws of England or this Act; sec. 93.	sec. 63.	sec. 74.	sec. 31.	-- where not repugnant to laws of Scotland; sec. 93.
Fines for Breach thereof	-- Not to exceed 5 *l.* in any one offence; sec. 93.	5 *l.*; sec. 63.	5 *l.*; sec. 74.	5 *l.*; sec. 31.	5 *l.*; sec. 35.
Appeals	-- Persons aggrieved by orders given in pursuance of bye-laws may appeal to quarter sessions; sec. 191.	sec. 41.	sec. 164.	sec. 91.	sec. 97.
Authentication	-- By common seal of company; sec. 192.	sec. 63.	sec. 74.	sec. 31.	sec. 35.

	14. Grand Junction. 3 & 4 Will. iv. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. iv. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. iv. c. xlvi.	17. Southampton and London. 4 & 5 Will. iv. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. iv. c. x.
How made	-- By company, at general and special general meetings; sec. 123.	-- by company; sec. 154	-- by company, at general and special meetings; sec. 105.	sec. 100.	sec. 106.
Publication	-- To be reduced to writing, and painted on boards in conspicuous parts of toll-houses; sec. 123.	-- to be printed, published and painted on boards in conspicuous parts of toll-houses; sec. 154. Repealed and re-enacted as respects bye-laws of a public nature; 5 & 6 Will. iv. c. lvi. sec. 120, 121.	sec. 105.	sec. 100.	sec. 106. Repealed and re-enacted as regards bye-laws of a public nature; 1 & 2 Vict. c. xx. sec. 22.
How far binding	-- On all parties, where not repugnant to the laws of England or this Act; sec. 123.	sec. 154.	sec. 105.	sec. 100.	sec. 106.
Fines for Breach thereof	-- Not to exceed 5 *l.* for any one offence; sec. 123.	sec. 154.	sec. 105.	sec. 100.	sec. 106.
Appeals	-- Persons aggrieved by orders given in pursuance of bye-laws may appeal to quarter sessions; sec. 211.	sec. 217.	sec. 189.	sec. 199.	sec. 171.
Authentication	-- By common seal of company; sec. 212.	sec. 222.	sec. 190.	sec. 196.	sec. 176.
Rules and Regulations	- - - - - - - -	- - -	-- directors empowered to make rules and regulations for the government of the directors and servants of company; sec. 132. Rules and regulations subject to control of company; sec. 133.	--	--

- - - - - - - - BYE-LAWS.

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
sec. 65.	sec. 48.	sec. 40.	sec. 54.	sec. 35.	sec. 65.	- - -	sec. 41.
sec 65.	sec. 48.	sec. 40.	sec. 54.	sec. 35. May be printed instead of painted on boards; 1 & 2 Vict. c. lx. sec. 27.	sec. 65.	- - -	sec. 41.
- - -	- - -	- - -	- - -	- - -	sec. 168.	—	—
- - -	- - -	- - -	- - -	- - to be approved or disapproved of by sheriff; 1 & 2 Vict. c. lx. sec. 24.	—	—	—
sec. 65.	- - where not repugnant to laws of England; sec. 48.	- - on all parties, where not repugnant to law of Scotland; sec. 40.	- - where not repugnant to law of England; sec. 54.	- - where not repugnant to law of Scotland; sec. 35.	- - where not repugnant to law of United Kingdom; sec. 65.	- - -	sec. 41.
5*l.*; sec. 65.	5*l.*; sec. 48.	5*l.*; sec. 40.	5*l.*; sec. 54.	5*l.*; sec. 35.	5*l.*; sec. 65.	- - -	5*l.*; sec. 41.
sec. 133.	- - -	- - to sheriff depute; sec. 88.	- - to quarter sessions; sec. 132.	sec. 96.	sec. 167.	- - -	sec. 101.
sec 65.	sec. 48.	sec. 40. 6 & 7 Will. IV. c. 102, sec. 21.	sec. 54.	sec. 35.	sec. 168.	- - -	sec. 41.

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv. xxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 144.	sec. 106.	sec. 173.	sec. 112.	sec. 158.	sec. 222.	sec. 115.	sec. 191.
sec. 144.	sec. 106.	sec. 173.	sec. 112.	sec. 158.	sec. 222.	sec. 115.	sec. 191.
sec. 144.	sec. 106.	sec. 173.	sec. 112.	sec. 158.	sec. 222.	sec. 115.	sec. 191.
sec. 144.	sec. 106.	sec. 173.	sec. 112.	sec. 158.	sec. 222.	sec. 115.	sec. 191.
sec. 215.	sec. 190.	sec. 254.	sec. 181.	sec. 242.	sec. 274.	sec. 189.	sec. 243.
sec. 220.	sec. 195.	sec. 259.	sec. 186.	sec. 226.	sec. 281.	sec. 194.	sec. 249.
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IX.——EXECUTIVE OFFICERS. - - -

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
TREASURER AND CLERK:					
APPOINTMENT - - -	At first general meeting; sec. 91.	sec. 67.	sec. 72.	- - at any general meeting; sec. 34.	sec. 39.
SEPARATION OF OFFICES -	- - Same person not to be appointed to both offices: penalty 100 *l.*; sec. 92.	sec. 68.	sec. 73.	sec. 35.	sec. 40.
VACANCIES - - - -	- - To be supplied by directors till next general meeting; sec. 112.	sec. 69.	- - by general and special general meetings; sec. 72.	- - by directors till next general meeting; sec. 34.	sec. 39.
CUSTODY OF MONEY:					
SECURITY - - - -	- - To be taken from treasurer, receiver, collector and other officers having control of money; sec. 91.	sec. 67.	sec. 72.	sec. 34.	sec. 39.
ACCOUNTS - - - -	- - Officers to account to directors when required; sec. 108.	sec. 72.	sec. 88.	- - -	- - to such persons as company shall direct; s. 47.
DELIVERY OF ACCOUNTS, BOOKS, &c., HOW ENFORCED.	- - Justice may commit to house of correction until the same are delivered; sec. 108.	sec. 72.	sec. 88.	- - -	sec. 47.

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
TREASURER AND CLERK:					
APPOINTMENT - - -	At first general meeting; sec. 121.	- - by directors; sec. 143.	sec. 119.	sec. 113.	sec. 96.
TEMPORARY TREASURER OR CLERK.	- - Directors may appoint; to be valid only until confirmation thereof at an annual general meeting; sec. 141.	—	—	—	—
SEPARATION OF OFFICES -	- - Same person not to be appointed to both offices: penalty 100 *l.*; sec. 122.	sec. 152.	sec. 120.	sec. 115.	sec. 104.
VACANCIES - - -	- - To be supplied by directors until next general meeting; sec. 141.	- - by directors; sec. 143.	sec. 119.	sec. 113.	sec. 96.
CUSTODY OF MONEY:					
SECURITY - - - -	- - To be taken from treasurer, receiver, collector and other officers having the control of money; s. 121.	sec. 143.	sec. 119.	sec. 114.	sec. 96.
ACCOUNTS - - - -	- - Officers to account to directors when required; sec. 136.	- - officers to account to company when required; sec. 153.	- - officers to account to directors or company when required; sec. 121.	sec. 133.	- - officers to account to company when required; sec. 105.
DELIVERY OF ACCOUNTS, BOOKS, &c., HOW ENFORCED.	- - Justices may commit to house of correction until the same are delivered; sec. 136.	sec. 153.	sec. 121.	sec. 133.	sec. 105.
BOOKKEEPERS REFUSING INSPECTION OF ACCOUNTS.	- - Penalty of 5 *l.* for each offence; sec. 138.	- - penalty of 20 *l.* for each offence; sec. 148.	sec. 123.	- - penalty of 5 *l.* for each offence; sec. 132.	- - penalty of 20 *l.* for every offence; sec. 100.
SOLICITORS - - - -	- - - - - - -	- - no practising solicitor to be an officer of the company; sec. 143.	—	—	—
SECRETARY OR CLERK REFUSING AN INSPECTION OF LIST OF PROPRIETORS.	- - Penalty of 5*l.* to the benefit of the undertaking; sec. 140.	- - -	sec. 125.	- - penalty of 2 *l.* for the benefit of the undertaking; sec. 124.	- - penalty of 5 *l.* for each offence; sec. 111.

- - - - - EXECUTIVE OFFICERS.

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
sec. 70.	sec. 51.	sec. 44.	sec. 61.	sec. 39.	sec. 66.	- - -	-- at any general or special general meeting; sec. 44.
sec. 81.	sec. 51.	sec. 45.	sec. 62.	sec. 40.	sec. 67.	sec. 19.	sec. 45.
-- by general meetings; sec. 65.	sec. 51.	sec. 40.	-- by directors till next general meeting; sec. 69.	sec. 39.	sec. 77.	—	sec. 48.
sec. 70.	sec. 51.	sec. 44.	sec. 61.	sec. 39.	sec. 66.	- - -	sec. 44.
sec. 79.	sec. 51.	sec. 52.	sec. 63.	sec. 47.	sec. 79.	-- to any person appointed by the company; sec. 18.	-- by the company or directors; sec. 46.
sec. 79.	sec. 53.	sec. 52.	sec. 63.	sec. 47.	sec. 79.	sec. 18.	sec. 46.

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 133.	sec. 96.	sec. 163.	- - company at some general meetings; sec. 108. sec. 111.	-- directors may appoint; sec. 144.	sec. 215.	sec. 105.	sec. 184.
—	—	—		—	—	—	—
sec. 142.	sec. 104.	sec. 171.	sec. 109.	sec. 145.	sec. 220.	sec. 113.	sec. 189.
sec. 133.	sec. 96.	sec. 163.	sec. 111.	sec. 144.	sec. 215.	sec. 105.	sec. 184.
sec. 133.	sec. 96.	sec. 163.	sec. 100.	sec. 144.	sec. 215.	sec. 105.	sec. 184.
sec. 143.	sec. 105.	sec. 172.	sec. 110.	sec. 146.	sec. 221.	sec. 114.	sec. 190.
sec. 142	sec. 105.	sec. 172.	sec. 110.	sec. 146.	sec. 221.	sec. 114.	sec. 190.
- -	- - -	-- penalty of 20*l.* for every offence; sec. 167.	-- penalty of 10*l.* for every offence; sec. 104.	-- penalty of 20*l.* for each offence; sec. 150.	sec. 219.	sec. 109.	sec. 188.
—	—	—	—	—	—	—	—
- -	- - -	- - -	-- penalty of 5*l.* for the benefit of the undertaking; sec. 117.	—	—	—	—

X.——ACQUISITION AND USE OF PROPERTY. - - -

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
GENERAL POWERS TO TAKE:					
For Railway - - -	sec. 3.	sec. 3.	sec. 3.	sec. 1.	sec. 1.
From incapacitated Persons	20 acres; sec. 71 - - -	20 acres; sec. 42.	- - six acres; sec. 54; 20 acres; 7 & 8 Geo. IV. c. xx. s. 4.	- - -	sec. 9.
For Warehouses, Stations, Wharfs, &c. &c.	- - 20 acres; sec. 69–71; 30 additional acres; 1 Will. IV. c. li. sec. 8.	- - not more than three acres at each place; sec. 11: 20 acres altogether; sec. 40.	- - six acres; sec. 52.; 20 additional acres; 7 & 8 Geo. IV. c. xx. sec. 2.	- - -	- - -
Breadth of Railway - -	22 yards; sec 35. - - -	15 yards; sec. 11.	sec. 15.	- - -	sec. 8.
Power to Enter - - -	- - On payment or tender of purchase-money within a month after same agreed upon or assessed; sec. 55.	sec. 28.	sec. 38.	sec. 14.	sec. 17.
Power to Sell and Purchase again.	sec. 70.	sec. 41.	sec. 53.	sec. 2.	—
Houses and Gardens - -	- - Not to be used without consent of owner, unless specified in schedule; sec. 23.	sec. 10.	sec. 13.	- - -	sec. 4
Houses undermined - - -	- - Company to purchase, if required by owners and occupiers; sec. 10.	—	—	—	—
Land intersected - - -	- - Where less than an acre left on each side, company to purchase, if required; sec. 43.	sec. 17.	sec. 24.	- - -	- - -
Mines - - - - - -	- - Under lands purchased, not to be claimed by company; sec. 44.	sec. 15.	sec. 25.	- - -	- - -
Mortgages - - - -	- - To be conveyed to company on tender of principal and interest, and six months' interest; sec. 59.	sec. 31.	sec. 42.	- - to be conveyed to company on tender of amount, with three months' interest; sec. 17.	- - to be paid according to the law of Scotland; sec. 25.
Leases - - - - - -	To be produced; sec. 58 - -	- - -	sec. 41.	- - -	- - -
Tenants - - - - - -	- - Tenants at will, or lessees for one year, to quit after six months' notice; if not, sheriff to deliver possession; sec. 56.	- - to quit at two months' notice; sec. 29, 30.	sec. 39.	sec. 15.	- - -
Unexpired Terms - - -	- - Company to give compensation for; sec. 57.	sec. 30.	- - -	sec. 16.	- - -
Conveyance of Lands - -	- - By bodies politic, &c.; copyholds, waste or common lands, &c.; sec. 39–42.	sec. 13–16.	sec. 20–23.	- - -	- - -
Expense - - - - - -	- - - - - - - -	- - -	- - -	- - -	- - -
Receipts, by whom to be given -	Treasurer sec. 68 - - -	sec. 39.	sec. 51.	- - -	- - -
Mines under Railway - -	- - - - - - - -	- - -	- - -	- - -	- - -

- - - - ACQUISITION AND USE OF PROPERTY.

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13 Clarence. 9 Geo. IV. c. lxi.
sec. 2.	- - -	- - -	sec. 3.	sec. 1.	sec. 3.	- - -	sec. 2.
- - -	- - -	- - -	10 acres; sec. 41.	sec. 9.	50 acres; sec. 46.	—	- - 60 acres; 10 Geo. IV. c. cvi. sec. 26.
- - 30 imperial acres; sec. 28.	- - not exceeding two acres for wharfs; sec. 8.	20 acres; sec. 26.	10 acres; sec. 39.	- - -	50 acres; sec. 44.	—	- - 60 acres; 10 Geo. IV. c. cvi. sec. 24.
- - 20 yards in breadth; sec. 29.	- - 15 yards in breadth; sec. 12.	- - not to exceed 15 yards in breadth; sec. 9.	- - not to exceed 15 yards, except for turnings; sec. 11.	- - not to exceed 15 yards; sec. 8.	22 yards; sec. 14.	30 yards; sec. 15.	- - not to exceed 15 yards in breadth, taken horizontally; sec. 6.
sec. 43.	sec. 26.	sec. 20.	sec. 27.	sec. 11. 18.	- - within two calendar months; sec. 30.	- - -	sec. 30.
—	—	—	sec. 40.	—	sec. 45.	—	- - 10 Geo. IV. c. cvi. sec. 24.
sec. 14.	sec. 7.	sec. 5.	- - -	sec. 4.	sec. 12.	sec. 14.	sec. 10.
—	—	—	—	—	—	—	—
sec. 33.	sec. 14.	- - -	sec. 13.	- - -	sec. 17.	- - -	sec. 13.
sec. 44.	- - -	- - -	sec. 14.	sec. 11.	sec. 18.	—	—
sec. 51.	- - to be conveyed after tender of principal and interest; sec. 29.	- - to be paid according to the law of Scotland; sec. 29.	- - -	- - according to law of Scotland; sec. 25.	- - at the end of three calendar months; sec. 34.	- - -	- - at the end of six months; sec. 23.
- - -	- - -	- - -	- - -	- - -	sec. 33.	—	—
- - -	sec. 27.	- - -	- - -	- - -	sec. 31.	—	—
- - -	- - -	- - -	- - -	- - -	sec. 32.	—	—
sec. 32.	sec. 13.	sec. 10.	sec. 12.	sec. 9.	- - -	- - -	sec. 11, 12.
- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - expense of conveyance, in all cases, to be paid by Company; 10 Geo. IV. c. cvi. sec. 27.
- - -	sec. 15.	- - -	sec. 38.	- - -	sec. 43.	- -	sec. 14.
- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - reserved to lords of manors, or other proprietors; sec. 115.

(*continued.*)

X.——Acquisition and Use of Property—*continued.*

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
Titles	-- Where persons do not make out titles, or cannot be found, money to be paid into the Bank in the name of Accountant-General of the Court of Exchequer (England); 64, 65.	sec. 35. 37.	sec. 47.	sec. 21.	sec. 22.
	Court may order expenses of purchase to be paid by company; sec. 66.	- - -	sec. 49.	sec. 23.	- - -
Parties in Possession	- - - - - - -	-- To be deemed entitled until contrary proved; sec. 36.	sec. 48.	sec. 22.	- - -
Surplus Lands	-- Company may sell lands not required for railway; sec. 67.	sec. 38.	sec. 50.	- - -	- - -
First Offer	-- To owners of adjoining land; sec. 67.	sec. 38.	sec. 50.	- - -	- - -
Land Tax; Deficiencies	-- To be made good by company till works completed and assessed; sec. 4.	sec. 44.	sec. 4.	- - -	- - -
Land, when to be taken	-- To be contracted for in five years, or power to cease; sec. 177. Time enlarged for two years; 1 Will. IV. c. li. sec. 10. Branch railway; three years; 2 Will. IV. c. xlvi. sec. 19.	three years; sec. 10.	-- five years; sec. 152.	- - -	-- not to be taken after two years, without consent of owners (extension line); 5 & 6 Will. IV. c. xcvii. sec. 7.
Abandonment of Railway	-- Land to revert to owners of adjoining land; sec. 179. One half to owners on one side, and one half to owners on the other; 7 & 8 Geo. IV. c. xxi. sec. 20.	- - -	sec. 153.	- - -	- - -

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 5 & 6 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 3 & 4 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
General Powers to take Land for Railway.	sec. 4.	sec. 8.	sec. 4.	sec. 9.	sec. 8.
From incapacitated Persons	-- 50 acres; sec. 103; 30 acres more; 1 & 2 Vict. c. lix. sec. 5.	50 acres; sec. 53.	- - -	40 acres; sec. 61.	5 acres; sec. 63.
For Warehouses, Stations, Wharfs, &c. &c.	-- 50 acres; sec. 101; 30 acres more; 1 & 2 Vict. c. lix. sec. 3.	-- 50 acres; sec. 51; 50 acres more; 5 & 6 Will. IV. c. lvi. sec. 25.	- - -	40 acres; sec. 59.	5 acres; sec. 63.
Breadth of Railway	20 yards; sec. 62 - - -	20 yards; sec. 48.	25 yards; sec. 25.	22 yards; sec. 11.	30 yards; sec. 58.
Power to Enter	-- On payment or tender of purchase money within 30 days after same agreed upon and assessed; sec. 85.	-- sec. 45; 5 & 6 Will. IV. c. lvi. sec. 23.	-- on payment or tender of purchase money within three months after same agreed upon and assessed; sec. 58.	-- on payment or tender of money within 30 days after, &c.; sec. 50. Repealed, and re-enacted on payment or tender of money within one month after awarded; 1 & 2 Vict. c. xx. sec. 28.	-- on payment or tender of money within three months after, &c.; sec. 55.

Acquisition and Use of Property—*continued.*

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
-- into the Bank of Scotland, &c., subject to the order of the Court of Session on petition; sec. 48.	-- into the Bank of England, &c.; sec 33.	-- into the Bank of Scotland, &c.; sec. 23.	-- into the Bank of England, &c.; sec. 34.	-- into the Bank of Scotland, &c.; sec. 22.	-- into the Bank of Ireland, &c.; sec. 39.	- - -	-- into the Bank of England, &c.; sec. 27.
sec. 50.	sec. 35.	sec. 25.	sec. 36.	sec. 24.	sec. 41.	- - -	sec. 29.
sec. 49.	sec. 34.	sec. 24.	sec. 35.	sec. 23.	sec. 40.	- - -	sec. 28.
sec. 52.	sec. 36.	sec. 27.	sec. 37.	- - -	sec. 42.	- - -	-- sec. 32; 1 Vict. c. ciii. sec. 15. *
sec. 52.	sec. 36.	-- to any person who shall become purchaser; sec. 27.	- - -	- - -	sec. 42.	- - -	-- sec. 32; 1 Vict. c. ciii. sec. 15.
- - -	sec. 101.	-- 6 & 7 Will. IV. c. cii. sec. 16.	sec. 43.	- - -	sec. 4.	- - -	sec. 31.
- - -	-- five years; sec. 100.	- - -	-- three years, or power to cease; sec. 10.	- - -	-- to be acted on in 10 years, or power to cease; sec. 156.	-- in five years; sec. 16.	-- if not acted on in six years, power to cease; sec. 116. Five years, from 1 June 1829; 10 Geo. IV. c. cvi. sec. 13. Three years, from 3 April 1832; 2 & 3 Will. IV. c. xxv. sec. 9. Three years, from March 1833 (branches); 3 & 4 Will. IV. c. iv. sec. 6. Three years, from June 1833; 3 & 4 Will. IV. c. xcv. sec. 6.
- - -	- - -	- - -	- - -	- - -	sec. 157.	—	—

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 8.	sec. 9.	sec. 31.	sec. 11.	sec. 9.	sec. 94.	sec. 9.	sec. 12.
50 acres; sec. 86.	50 acres; sec. 57.	50 acres; sec. 83.	50 acres; sec. 62.	50 acres; sec. 118.	60 acres; sec. 121.	25 acres; sec. 54.	50 acres; sec. 84.
50 acres; sec. 80. 50 acres; 7 Will. IV. & 1 Vict. c. xci. sec. 12.	50 acres; sec. 55.	50 acres; sec. 81.	50 acres; sec. 60. 50 acres; 7 Will. IV. & 1 Vict. c. cii. sec. 41.	50 acres; sec. 116.	60 acres; sec. 118.	5 acres; sec. 52.	50 acres; sec. 82.
22 yards; sec. 45.	25 yards; sec. 48.	22 yards; sec. 79.	30 yards; sec. 48.	22 yards; sec. 54.	22 yards; sec. 96.	25 yards; sec. 46.	22 yards; sec. 18.
-- on payment or tender of money within three months after same awarded; sec. 42.	-- on payment or tender of money within 21 days, &c.; sec. 45.	-- on payment or tender of money within three months after same awarded; sec. 75.	-- on payment or tender of money within 10 days after same awarded; sec. 45.	-- on payment or tender of purchase money; sec. 37. Repealed and re-enacted, 1 & 2 Vict. c. lxxxi. sec. 39, 40.	-- on payment or tender of money within three months after same awarded; sec. 160.	sec. 42.	sec. 114.

(*continued.*)

X.——Acquisition and Use of Property—*continued.*

—	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Power to Sell and Purchase again.	sec. 102.	sec. 52.	- - -	sec. 60.	sec. 64.
Houses and Gardens -	- - Not to be used without consent of the owner, unless specified in schedule; sec. 60.	sec. 47.	sec. 36.	sec. 10.	sec. 57.
Houses undermined - -	- - - - - - -	- - -	- - -	- - -	- - -
Land intersected - - -	- - Where less than half a statute acre left on each side, company to purchase, if required; sec. 68.	sec. 50.	sec. 44. 46.	- - where less than one acre, company to purchase, if required; sec. 26. Repealed and re-enacted where less than half an acre, company to purchase; 7 Will. IV. and 1 Vict. c. lxxi. sec. 16, 17.	- - where less than half a statute acre, company to purchase, if required; sec. 61.
Mines - - - - -	- - Under lands purchased not to be claimed by company; sec. 69.	sec. 54. 5 & 6 Will. IV. c. lvi. sec. 22.	- - -	sec. 65.	- - -
Mortgages - - - -	- - To be conveyed to company on tender of principal and six months' interest; sec. 91.	sec. 22.	sec. 68.	sec. 35.	sec. 32.
Leases - - - - -	To be produced; sec. 90 - -	sec. 35.	sec. 63.	sec. 49.	sec. 46.
Tenants - - - - -	- - Tenants at will, or lessees for one year, to quit after six months' notice; if not, sheriff to deliver possession; sec. 88. 4 & 5 Will. IV. c. lv. sec. 26.	sec. 33.	sec. 59.	sec. 47.	sec. 44.
Unexpired Terms - - -	- - Company to give compensation for; sec. 89.	sec. 34.	sec. 61.	sec. 48.	sec. 45.
Conveyance of Lands - -	- - By bodies politic, &c.; copyholds, common and waste lands, &c.; sec. 63–66.	sec. 16–20. 5 & 6 Will. IV. c. lvi. sec. 11. Repealed and re-enacted 7 Will. IV. and 1 Vict. c. lxiv. sec. 18, 19.	sec. 39–41.	sec. 27–31. 7 Will. IV. and 1 Vict. c. lxxi. sec. 27.	sec. 25–29.
Receipts, by whom to be given -	Treasurer; sec. 100 - - -	- - two directors, secretary or clerk; sec. 235.	treasurer; sec. 90.	- - secretary or any other officer; sec. 63.	- - two directors, secretary or clerk; sec. 188.
Titles - - - - -	- - When persons do not make out titles, or cannot be found, money to be paid into the Bank in the name of the Accountant-General of the Court of Exchequer; sec. 96.	sec. 37.	sec. 73.	sec. 57.	sec. 52.
Expenses of Titles - -	- - - - - - -	- - -	- - -	- - -	- - expenses of title to be paid by company; 6 & 7 Will. IV. c. cxxi. sec. 26.
Expenses of Purchase - -	- - Court of Exchequer may order reasonable expenses of purchase to be paid by the company; sec. 98.	sec. 42.	sec. 75.	sec. 56.	sec. 54.
Disputes as to Costs -	- - - - - - -	- - -	- - -	- - -	- - in cases of dispute, costs to be taxed by a Master of the Court of Exchequer. 6 & 7 Will. IV. c. cxxi. sec. 27.

ACQUISITION AND USE OF PROPERTY—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 81.	sec. 56.	sec. 82.	sec. 61.	sec. 117.	sec. 119.	sec. 53.	sec. 83.
sec. 44.	sec. 47.	sec. 78.	sec. 47.	sec. 53.	sec. 7.	- - -	sec. 7.
- - -	- - -	- - company to purchase, if required by owners and occupiers; sec. 19.	—	—	—	—	—
sec. 79.	sec. 53.	sec. 80.	sec. 59.	sec. 51.	sec. 117.	- -	sec. 24.
sec. 87.	sec. 58.	sec. 84.	sec. 63.	sec. 122.	sec. 131.	- - -	sec. 119.
sec. 20.	sec. 20.	sec. 44.	sec. 20.	sec. 25	sec. 129.	sec. 18.	sec. 93.
sec. 34.	sec. 33.	sec. 65.	sec. 34.	sec. 40.	sec. 148.	sec. 31.	sec. 117.
sec. 32.	sec. 31.	sec. 63.	sec. 32.	sec. 38.	sec. 146.	sec. 29.	sec. 115.
sec. 33.	sec. 32.	sec. 64.	sec. 33.	sec. 39.	sec. 147.	sec. 30.	sec. 116.
sec. 13–17.	sec. 12–16.	sec. 34–38.	sec. 12–18.	sec. 15. 18–21.	sec. 120.	sec. 12–16.	sec. 85–88.
sec. 235.	sec. 206.	sec. 90.	- - treasurer; sec. 197.	- - treasurer or any officer appointed; sec. 128.	- - two directors, secretary or clerk; sec. 163.	sec. 207.	sec. 125.
sec. 39.	sec. 39.	sec. 67.	sec. 41.	sec. 45.	sec. 153.	sec. 39.	sec. 109.
- -	sec. 41.	sec. 73.	sec. 39.	sec. 16.	sec. 158.	sec. 37.	sec. 112.
sec. 41.	sec. 44.	sec. 72.	sec. 43.	sec. 48.	sec. 157.	sec. 41.	sec. 111.
- - -	sec. 42.	sec. 74.	sec. 40.	sec. 17.	sec. 159.	sec. 38.	sec. 113.

X.——Acquisition and use of Property—*continued.*

	14. Grand Junction. 3 4 Will. IV. c. XXXIV.	15. Birmingham and London. 3 & 4 Will. IV. c. XXXVI.	16. Greenwich and London. 3 & 4 Will. IV. c. XLVI.	17. Southampton and London. 4 & 5 Will. IV. c. LXXXVIII.	18. Croydon and London. 5 & 6 Will. IV. c. X.
Persons presumptively entitled	-- Persons in possession to be deemed entitled until the contrary proved; sec. 97.	--sec. 38; 5 & 6 Will. IV. c. lvi. sec. 16.	sec. 74.	sec. 58.	sec. 53.
Surplus Lands	-- Company may sell lands not required for railway; sec. 99.	sec. 34. Within 10 years from the expiration of the time allowed to complete railway; 5 & 6 Will. IV. c. lvi. sec. 131	sec. 89.	sec. 62.	sec. 187.
First Offer	-- To owners of adjoining land; sec. 99.	sec. 234.	sec. 89	sec. 62.	sec. 187.
Land Tax Deficiencies	-- To be made good by company till works completed and assessed; sec. 51.	sec. 231.	sec. 20.	sec. 209.	sec. 182.
Land when to be taken	-- To be contracted for in three years, or powers to cease; sec. 199. Time further enlarged one year; 4 & 5 Will. IV. c. lv. sec. 24. Further enlarged for one year; 5 & 6 Will. IV. c. ix. sec. 11.	sec. 244. Time further enlarged one year; 5 & 6 Will. IV. c. lvi. sec. 130.	- - -	sec. 210.	-- sec. 202; to be contracted for in one year or power to cease; 6 & 7 Will. IV. c. c. xxi. sec. 22. Time further enlarged for one year; 1 & 2 Vict. c. xx. sec. 22.
Abandonment of Railway	-- Land to revert to owners of adjoining land; sec. 201.	sec. 247.	sec. 179.	sec. 212.	sec. 204.
Arches	- - - - - - -	- - -	-- company empowered to let arches under railway; sec. 92.	- - -	- - -
CHIEF RENTS, RENT-CHARGES, &c.	-- Power to purchase lands on rent-charge; 4 & 5 Will. IV. c. lv. sec. 23.	-- power to purchase lands on chief rents, sec. 43.	- - -	sec. 32.	- - -
Form of Conveyance	- - - - - - -	sec. 43.	- - -	sec. 32.	- - -
Yearly Rents to be charged.	- - - - - - -	-- yearly rents to be charged on the rates; sec. 44.	- - -	sec. 33.	- - -
Recovery of Arrears	- - - - - - -	- - -	- - -	-- by action of distress of company's goods; sec. 33.	—
Houses	- - - - - - -	- - -	-- no person compellable to sell part of his house if willing to sell the whole; sec. 45.	- - -	sec. 62.
Tenants at Will	- - - - - - -	- - -	-- if tenants at will receive notice to deliver part of their premises, they may oblige the company to take the whole; sec. 60.	—	—
Release of Lands	-- Power to purchase the release of lands wanted, from rents charged thereon; sec. 67.	sec. 21.	sec. 42.	sec. 34.	sec. 31.
Rents on Leases	- - - - - - -	-- to be apportioned, and in case of dispute to be settled by a jury; 5 & 6 Will. IV. c. lvi. sec. 20.	- - -	-- 7 Will. IV. and 1 Vict. c. lxxi. s. 31.	-- 1 & 2 Vict. c. xx. sec. 14.
POOR RATES, &c.	- - - - - - -	- - -	-- company to make good deficiency in poor and other parochial rates; sec. 21, 22.	- - -	sec. 183. 6 & 7 Will. IV. c. cxxi. sec. 13.
Recovery of Rates	- - - - - -	- - -	-- by action at law or summons to court of requests; sec. 23.	- - -	-- summarily by two justices if company neglect to pay twenty days after demand; sec. 184. By action at law or summons to court of requests; 6 & 7 Will. IV. c. cxxi. sec. 14.
Appeal	-- Company, if aggrieved by rate, may appeal to quarter sessions; 1 & 2 Vict. c. lix. sec. 13.	- - -	- - -	- - -	- - -
Tithes	- - - - - - -	- - -	- - -	- - -	-- composition for corn rent in lieu of tithes to be made by payment of a sum in gross; 6 & 7 Will. IV. c. cxxi. sec. 28.
Beer Shops	- - - - - - -	- - -	- - -	- - -	- - -

ACQUISITION AND USE OF PROPERTY—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 40.	sec. 40.	sec. 68.	sec 42.	sec. 47.	sec. 154, 155.	sec. 40.	sec. 110.
sec. 234.	sec. 205.	sec. 89.	sec. 196.	sec. 127.	sec. 162.	sec. 206.	sec. 124.
-- 7 Will. IV. & 1 Vict. c. xci. sec. 27.							
sec. 234.	sec. 205.	sec. 89.	sec. 196.	sec. 127.	sec. 162.	sec. 206.	sec. 124.
sec. 231.	sec. 202.	sec. 267.	sec. 194.	sec. 121.	sec. 95.	sec. 203.	sec. 17.
-- if not contracted for in two years, contract to cease; sec. 248. Time further enlarged one year; 7 Will. IV. & 1 Vict. c. xci. sec. 30.	sec. 216. Time further enlarged one year; 7 Will. IV. & 1 Vict. c. xciii. sec. 32.	-- if land not contracted for within three years, powers of compulsion to cease; sec. 269.	-- if not contracted for in two years, powers to cease; sec. 210. Time further enlarged one year; 7 Will. IV. & 1 Vict. c. cii. sec. 51.	sec. 222. Time further enlarged two years; 1 & 2 Vict. c. lxxxi. sec. 2.	sec. 165. Time further enlarged one year; 7 Will. IV. & 1 Vict. c. xxiv. sec. 73.	sec. 217. Time further enlarged one year; 7 Will. IV. & 1 Vict. c. cxxxiii. sec. 5.	sec. 127.
sec. 250.	sec. 218.	sec. 272.	sec. 212.	sec. 254.	sec. 167.	sec. 219.	sec. 130.
- - -	- - -	- - -	- - -	- - -	- - -	sec. 70.	—
- - -	- - -	sec. 50.	- - -	-- 1 & 2 Vict. c. lxxxi. sec. 31.	- - -	- - -	sec. 133.
- - -	- - -	sec. 50.	- - -	-- 1 & 2 Vict. c. lxxxi. sec. 31.	- - -	- - -	sec. 133.
- - -	- - -	sec. 51.	- - -	-- 1 & 2 Vict. c. lxxxi. sec. 32.	- - -	- - -	sec. 134.
—	—	—	—	—	—	—	—
- - -	sec. 54.	- - -	- - -	sec. 14.	- - -	sec. 50.	—
—	—	—	—	—	—	—	—
sec. 19.	sec. 18.	sec. 41.	sec. 19.	sec. 23.	sec. 128.	sec. 16.	sec. 92.
-- 6 & 7 Will. IV. c. xxxviii. sec. 13.	sec. 19.	sec. 42.	- - -	sec. 24.	-- 7 Will. IV. & 1 Vict. c. xxiv. sec. 71.	sec. 17.	—
- - -	- - -	- - -	- - -	sec. 119.	- - -	sec. 67.	sec. 74.
- - -	- - -	- - -	- - -	-- by the usual process; sec. 119.	- - -	-- by action at law, 14 days after notice of demand in writing, sec. 67.	-- by action at law or summons to court of requests; sec. 75.
- - -	- - -	- - -	-	-- 1 & 2 Vict. c. lxxxi. sec. 48.	—	—	—
- - -	sec. 43.	sec. 268.	sec. 22.	sec. 46.	sec. 127.	- - -	sec. 96.
- - -	- - -	- - -	- - -	- - -	-- company not to permit the erection of beer shops on their land; sec. 265.		—

XI.——COMPENSATION.

—	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
VALUE AND DAMAGES	To be paid to owners and occupiers; sec. 45.	—	sec. 27.	sec. 22.	—
	To be ascertained separately and apportioned; sec. 47, 48.	sec. 20, 21.	sec. 29, 30.	sec. 5. 12.	—
How ascertained	If parties cannot agree, or are incapable to treat, value and damages to be settled by jury; sec. 45, 46.	sec. 18, 19.	sec. 28.	sec. 5.	sec. 11.
Disturbance of Pipes	To be settled by two justices; sec. 199.	—	—	—	—
JURIES:					
Bond to prosecute	Parties requiring jury, to enter into bonds to prosecute complaint, and pay expenses; sec. 53.	sec. 25.	sec. 35.	sec. 11.	sec. 14.
Notice of Injury	To be given 10 days before complaint, and within six months of injury; sec. 54.	within three calendar months; sec. 27.	to be given one calendar month before proceedings, and within the space of three months; sec. 36.	to be given within six calendar months after the time of such injury; sec. 13.	—
How summoned	By sheriff, coroner or person who shall last have filled the office of sheriff, if not interested; sec. 46.	sec. 19.	sec. 28.	sec. 14.	sec. 12.
Jurors and Witnesses	To be under the same regulations as in courts at Westminster; sec. 51.	sec. 23.	sec. 33.	sec 4. 9.	—
Expenses	Costs to be paid by company, if verdict given for more than sum tendered; if not for more, then one-half by company and parties respectively; sec. 52.	sec. 24.	sec. 34.	sec. 10.	sec. 13. To be paid, under certain circumstances, by order of court; sec. 24.
Verdict	Conclusive; sec. 46	—	sec. 28.	sec. 4.	—
How recorded	To be signed by sheriff, &c. and kept by clerk of the peace among the records of the quarter sessions; sec. 49.	sec. 22.	sec. 31.	sec. 5.	sec. 17.
Mortgages	Disputes to be settled by jury; sec. 60.	—	sec. 43.	—	—
Tenants; unexpired Term	Compensation to be settled by jury; sec. 57.	sec. 21. 30.	sec. 39.	sec. 16.	—
Compensation Money	Application of, in certain cases; sec. 61–63.	sec. 32. 34.	sec. 30. 44. 46.	sec. 6. 18. 19, 20.	sec. 19. 21–23.
Temporary Damage	Compensation to be determined, in case of dispute, by two justices; 2 Will. IV. c. xlvi. sec. 15.	—	—	—	—
Recovery of Compensation	—	in case of non-payment, to be levied by distress on goods of company, by warrant of justice; sec. 132.	by distress on on goods of company or treasurer; sec. 147.	—	sec. 91.

- - - - - - COMPENSATION.

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
sec. 35.	sec. 16.	sec. 13.	sec. 16.	sec. 11.	sec. 20.	*Note.*—The Act empowers the Glasgow, Paisley and Ardrossan Canal Company, incorporated by 46 Geo. III. sec. 75, to make the railway, and contains no provision applicable to this Table.	—
sec. 39, 40.	sec. 24.	sec. 17.	sec. 18, 19.	sec. 15.	sec. 22, 23.		sec. 20.
sec. 36.	sec. 17. 24.	sec. 14. 81.	sec. 17. 25.	sec. 12. 89.	sec. 21.		- - sec. 15. 10 Geo. IV. c. cvi. sec. 35.
—	—	—	—	—	—	—	—
sec. 38.	sec. 21.	sec. 16.	sec. 24.	sec. 14.	sec. 27.	- - -	sec. 19.
- - to be given within six calendar months; sec. 39.	sec. 25.	- - -	sec. 26.	- - -	sec. 29.	—	—
sec. 36.	sec. 17.	sec. 14.	sec. 17.	- -	sec. 21.	- - -	sec. 15.
sec. 41.	sec. 19.	sec. 18.	sec. 17. 22.	sec. 16.	- - to be under the same regulations as those of the court of Dublin; sec. 26.	- - -	- - under same regulations as courts at Westminster; sec. 17.
sec. 37.	sec. 20.	sec. 15.	sec. 23.	sec. 13.	sec. 27.	- - -	- - sec. 18, 10 Geo. IV. c. cvi. sec. 33, 34.
sec. 41.	- - -	- - -	sec. 17.	- - -	sec. 21.	—	—
sec. 42.	sec. 23	sec. 19.	sec. 20.	sec. 17.	sec. 24.	- - -	sec. 21.
- - -	sec. 28.	- - -	sec. 30.	- - -	sec. 35.	—	—
- - -	- - -	- - -	sec. 28, 29.	- - -	sec. 32.	—	—
sec. 45-47.	sec. 30-32.	sec. 21, 22.	sec. 31-33.	sec. 19-21.	sec. 36-38.	- - -	sec. 24. 26.
—	—	—	—	—	—	—	—
- - on goods of company or treasurer, by warrant of two justices; sec. 126.	- - -	- - on goods of treasurer, by warrant of sheriff or justice; sec. 83.	- - on goods of company or treasurer, by warrant of justice; sec. 126.	- - on goods of company or treasurer, by warrant of sheriff or justice; sec. 90.	- - on goods of company or treasurer, by warrant of justice; sec. 160.	—	—

XI.——Compensation—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
VALUE AND DAMAGES	-- To be paid to owners and occupiers; sec. 75.	sec. 24.	sec. 49.	sec. 37.	sec. 35.
	To be ascertained separately and apportioned; sec. 77, 78.	sec. 25, 26.	sec. 51, 52.	sec. 39, 40.	sec. 36, 37.
How ascertained	-- If the parties refuse, cannot agree, or are incapable to treat, value and damages to be settled by a jury; sec. 76.	sec. 25.	sec. 50.	sec. 38.	sec. 36.
JURIES:					
Bonds to Prosecute	-- Parties requesting juries, to enter into bonds, under 100*l.* penalty, to prosecute their complaints and pay expenses; sec. 83.	sec. 31.	- - -	-- parties requesting juries to enter into bond, under a penalty of 200*l.*, to prosecute their complaint and pay expenses; sec. 45.	-- parties requesting juries to enter into a bond, under a penalty of 100*l.*, to prosecute their complaint and pay expenses; sec. 42.
Notice of Injury	-- To be given ten days before complaint, and within six months of injury; sec. 84.	sec. 32.	-- to be given within six months of supposed loss or injury; sec. 57.	-- to be given within two months of supposed loss or injury; sec. 46.	-- to be given within six months of supposed loss or injury; sec. 43.
How summoned	-- By the sheriff, under-sheriff, or coroner, or person who shall last have filled the office of sheriff or coroner, if not interested; sec. 76.	sec. 25.	-- by the high bailiff of Southwark, sheriff or coroner, or person who shall last have filled the office of bailiff, sheriff or coroner, if not interested; sec. 50.	-- by the sheriff, under-sheriff or coroner, or person who shall last have filled the office of sheriff or coroner, if not interested; sec. 38.	sec. 36.
Jurors and Witnesses	-- To be under the same regulations as in the courts at Westminster; sec. 76. 81.	sec. 25. 29.	sec. 50. 55.	sec. 38. 43.	sec. 36. 40.
Expenses	-- Costs to be paid by company, if verdict given for more than sum tendered; if not for more than one-half, by company and parties respectively; sec. 82.	sec. 30.	sec. 56.	sec. 44. 7 Will. IV. and 1 Vict. c. lxxi. sec. 33, 34.	sec. 41. 1 & 2 Vict. c. xx. sec. 26.
Verdict	-- To be conclusive; sec. 76.	sec. 25.	sec. 50.	sec. 38.	sec. 36.
How recorded	-- To be signed by the sheriff, under-sheriff or coroner, and kept by the clerk of the peace among the records of the quarter sessions; sec. 79.	sec. 27.	-- to be signed by the person presiding at such verdict, and kept by the clerk of the peace among the records of the quarter sessions; sec. 53.	sec. 41.	sec. 38.
Mortgages	-- Disputes to be settled by jury; sec. 92.	sec. 23.	sec. 69.	sec. 36.	sec. 33.
Tenants: Unexpired Term	-- Compensation to be settled by jury; sec. 89.	sec. 34.	sec. 61, 62.	sec. 48.	sec. 45.
Compensation Money	-- Application of, in certain cases; sec. 93–95.	sec. 39–41.	sec. 70–72.	sec. 53–55.	sec. 49–51.
Temporary Damage	-- Compensation to be made to owners and occupiers for any temporary damage, and in case of dispute to be settled by jury; sec. 86.	sec. 46. Compensation to be settled by two justices in case of dispute; 7 Will. IV. & 1 Vict. c. lxiv. sec. 23.	- - -	-- compensation to be made to owners and occupiers for any temporary damage, and, in case dispute, to be settled by two justices; sec. 51.	-- compensation to be made to owners and occupiers for any temporary damage, and, in case of dispute, to be settled as hereinbefore provided; sec. 56.
Dispute as to Damage to a small amount.	-- Under 20*l.* two justices may award damages, to be recovered by distress unless paid within ten days after same ordered to be paid; sec. 87.	sec. 36.	- - -	sec. 52.	sec. 48.

- - - - - - COMPENSATION—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 23.	sec. 23.	sec. 49.	sec. 23.	sec. 28.	sec. 137.	sec. 21.	sec. 132.
sec. 24, 25.	sec. 24, 25.	sec. 55, 56	sec. 24, 25.	sec. 29, 30.	sec. 138, 139.	sec. 22, 23.	sec. 97, 98.
sec. 24.	sec. 24.	sec. 55.	sec. 24.	sec. 29.	sec. 138.	sec. 22.	sec. 97.
sec. 30.	- - -	sec. 61.	sec. 30.	sec. 35.	sec. 144.	- - -	sec. 103.
sec. 31.	sec. 30.	sec. 62.	sec. 31.	sec. 36.	sec. 145.	sec. 28.	sec. 104.
sec. 24.	sec. 24.	sec. 55.	sec. 24.	sec. 29.	sec. 138.	sec. 22.	- - by the high bailiff of Southwark, sheriff or coroner of the county, or person who shall last have filled those offices, if not interested; sec. 97.
sec. 24. 28.	sec. 24. 28.	sec. 55. 59.	sec. 24. 28.	sec. 29. 33.	sec. 138. 142.	sec. 22. 26.	sec. 97. 101.
sec. 29.	sec. 29.	sec. 60.	sec. 29.	sec. 34.	sec. 143.	sec. 27.	sec. 102.
sec. 24.	sec. 24.	sec. 55.	sec. 24.	sec. 29.	sec. 138.	sec. 22.	sec. 97.
sec. 26.	sec. 26.	sec. 57.	sec. 26.	sec. 31.	sec. 140.	sec. 24.	sec. 99.
sec. 21.	sec. 21.	sec. 45.	sec. 21.	sec. 26.	sec. 130.	sec. 19.	sec. 94.
sec. 33.	sec. 32.	sec. 64.	sec. 33.	sec. 39.	sec. 147.	sec. 30.	sec. 116.
sec. 36–38.	sec. 36–38.	sec. 69–71.	sec. 36–38.	sec. 42–44.	sec. 150–152.	sec. 34–36.	sec. 106–108.
sec. 43.	sec. 46.	sec. 76.	- - compensation to be made to owners and occupiers for any temporary damage, and, in case of dispute, to be settled by two justices; sec. 46.	sec. 50. 1 & 2 Vict. c. lxxxi. sec. 42.	sec. 141.	sec. 43.	sec. 118.
sec. 35.	sec. 34.	sec. 66.	sec. 35.	sec. 41.	sec. 149.	sec. 32.	sec. 105.

(*continued.*)

XI.——Compensation—*continued.*

	14. Grand Junction. 3 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Non-payment of Compensation Money.	- - Same to be levied by distress of goods of company, or their treasurer, if unpaid 21 days after demand; sec. 204.	- - if unpaid five days after demand in writing; sec. 208.	sec. 182.	sec. 191.	- - if unpaid 21 days after demand; sec. 162.
Tender of Amends - - -	- - Plaintiff not to recover after tender of sufficient amends; sec. 215.	sec. 226.	sec. 193.	sec. 203.	sec. 180.
Rebuilding Houses - - -	- - - - - - -	- - Court of Exchequer may, on petition, order compensation money to be laid out in rebuilding houses, &c.; 5 & 6 Will. IV. c. lvi. sec. 15.	- - -	- - -	- - -
Gates, Bridges, &c. - - -	- - - - - - -	- - Owners not to pass or cross railway, after receiving compensation in lieu of bridges, &c.; 5 & 6 Will. IV. c. lvi. sec. 95.			- - -
Injury to Mines - - -	- - - - - - -	- - -	- - -	- - -	- - -

XII.——EXECUTION OF WORKS.

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
Contracts - - - -	- - Power to contract for works; sec. 119. 173.	- - -	sec. 142.	- - -	- - -
Plan and Book of Reference	- - To be deposited with clerk of the peace; open for inspection; sec. 30.	sec. 7.	sec. 10.	- - -	sec. 6.
Deviations - - - -	- - Not to exceed 100 yards; sec. 31.	sec. 8.	sec. 11.	- - -	sec. 6.
Notice - - - - -	- - To be given to persons interested within three years from the passing of the Act; sec. 31.	—	—	—	—
Omissions and Misnomers -	- - Not to obstruct the execution of the works; sec. 32.	sec. 9.	sec. 12.	- - -	sec. 7.
Completion of Railway - -	- - If not completed in seven years, powers to cease, except as to parts completed; sec. 177. Land to vest half to owners on each side; 7 & 8 Geo. IV. c. xxi. sec. 21.	- - in six years; sec. 133.	- - in five years; sec. 152.	- - -	five years; sec. 99.
Abandonment of Railway -	- - If railway abandoned, the land to revert to owners of adjoining land; sec. 179. To vest one-half to owners on each side, 7 & 8 Geo. IV. c. xxi. sec. 20.	- - -	sec. 153.	- - -	- - -
Width between Rails - -	- - Inside, 4 feet 8 inches; outside, 5 feet 1 inch; 9 Geo. IV. c. vii. sec. 8.	—	—	—	—
Passies places or Turn-outs	- - Three to be made in each mile; sec 38; repealed by 1 Will. IV. c. li. sec. 11.	- - -	- - -	- - -	- - -

- - - - - - - COMPENSATION—*continued.*

19. Great Western.	20. South-eastern. (Dover and London.)	21. Northern and Eastern. (Cambridge and London.)	22. Great North of England.	23. Eastern Counties. (Norwich and London.)	24. Manchester and Leeds.	25. The Commercial. (Blackwall and London.)	26. Brighton and London.
5 6 Will. IV. c. cvii.	6 & 7 Will. IV. c. lxxv.	7 Will. IV. c. ciii.	6 & 7 Will. IV. c. cv.	6 & 7 Will. IV. c. cvi.	6 & 7 Will. IV. c. cxi.	6 & 7 Will. IV. c. cxxiii.	7 Will. IV. & 1 Vict. c. cxix.
- - same may be levied by distress on goods of company, if unpaid 21 days after demand; sec. 205.	sec. 181.	sec. 246.	- - same to be levied by distress on goods of company, if unpaid one month after demand, sec. 173.	- - same may be levied by distress on goods of company, if not paid within 21 days; sec. 235.	sec. 268.	sec. 179.	sec. 236.
sec. 224.	sec. 199.	sec. 263.	sec. 190.	sec. 245.	sec. 286.	sec. 198.	sec. 254.
- - 6 & 7 Will. IV. c. xxxviii. sec. 8.	sec. 35.	- - -	sec. 44.	sec. 49.	sec. 156.	sec. 33.	—
- - owners not to pass or cross railway, after receiving compensation in lieu of gates, bridges, &c.; sec. 108.	sec. 74.	sec. 115.	sec. 77. 79.	sec. 111.	—	—	—
- - -	- - -	- - -	- - company to make compensation for injury done to mines; sec. 63.	—	—	—	—

- - - - - - EXECUTION OF WORKS.

6. Edinburgh and Dalkeith.	7. Hereford.	8. Dundee and Newtyle.	9. Aberdulais and Cwm Dulais.	10. Garnkirk and Glasgow.	11. Limerick and Carrick.	12. Johnstone and Ardrossan.	13. Clarence.
7 Geo. IV. c. xcviii.	7 Geo. IV. c. c.	7 Geo. IV. c. ci.	7 Geo. IV. c. cii.	7 Geo. IV. c. ciii.	7 Geo. IV. c. cxxxix.	7 & 8 Geo. IV. c. lxxxvii.	9 Geo. IV. c. lxi.
- - -	sec. 98.	sec. 67.	sec. 121.	- - -	sec. 145.	- - -	sec. 87.
sec. 24.	sec. 9.	sec. 6.	sec. 6.	sec. 6.	sec. 9.	sec. 9.	sec. 8.
sec. 25, 26.	sec. 10.	- - not to approach turnpike road nearer than 100 yards; sec. 7.	- - not to exceed 100 yards; sec. 7.	sec. 6.	sec. 10.	sec. 10.	sec. 9.
—	—	—	—	—	—	—	—
sec. 27.	sec. 11.	sec. 8.	sec. 8.	sec. 6.	sec. 11.	sec. 11.	sec. 10.
- - six years; sec. 125, to be computed from 14 June 1829, 10 Geo. IV. c. cxxii. sec. 44; five years from 27 June 1834, 4 & 5 Will. IV. c. lxxi. sec. 38.	- - -	- - seven years; sec. 90.	five years; sec. 123.	- - five years; sec. 98; from 16 June 1827; 7 & 8 Geo. IV. c. 88, sec. 11.	ten years; sec. 156.	five years; sec. 25.	- - six years; sec. 116; six years from 1 June 1829, 10 Geo. IV. c. cvi. sec. 41; five years from 3 April 1832, 2 & 3 Will. IV. c. xxv. sec. 13; five years from March 1833, 3 & 4 Will. IV. c. iv. sec. 11; five years from June 1833, 3 & 4 Will. IV. c. xcv. sec. 16; five years from July 1837, 1 Vict. c. ciii. sec. 19.
- - -	- - -	- - -	sec. 124.	- - -	- - -	- - -	- - 1 Vict. c. ciii. sec. 21.
—	—	—	—	—	—	—	—
- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - may be made at convenient distances; sec. 86.

(*continued.*)

XII.——Execution of Works—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will IV. c. x.
Contracts	-- Power of company to contract for works; sec. 3.	- - -	sec. 3.	-- power of directors to enter into contracts; sec. 112.	- - -
Signed by Directors	- - - - - -	-- all contracts signed by five directors to be binding on company; sec. 146. Contracts signed by three directors to be binding; 7 Will. IV. and 1 Vict. c. lxiv. sec. 17.	- - -	- - -	-- contracts signed by three directors to be binding on company; sec. 98.
Plan and Book of Reference	-- To be deposited with clerk of the peace; open for inspection; sec. 57.	sec. 6.	sec. 32.	sec. 6.	sec. 6.
Deviations	-- Not to exceed 100 yards; sec. 58.	sec. 49.	-- not to exceed 50 yards; sec. 32.	- not to exceed 100 yards; sec. 8, rep. and re-enacted. Not to exceed 10 yards in any town, nor 100 yards in any other place; 7 Will. IV and 1 Vict. c. lxxi. sec. 13.	sec. 59.
Levels	- - - - - - - - - - - -	- - -	- - -	-- company not to deviate from datum line described on section, five feet in any place, nor in towns two feet; 7 Will. IV. and 1 Vict. c. lxxi. sec. 14. - -	- - - - - -
Radius of Curve	- - - - - - - - -	- - -	- - -	-- not to be diminished more than a quarter of a mile, unless where it exceeds two miles, nor more than half a mile where it exceeds three miles; 7 Will. IV. and 1 Vict. c. lxxi. sec. 15.	
Omissions and Misnomers	-- Unintentional errors not to obstruct the execution of the work; sec. 59.	sec. 7.	sec. 35.	sec. 7.	sec. 7.
Width between Rails	-- Inside the edges four feet eight inches; outside edges not more than five feet one inch; sec. 52.	sec. 59; repealed. Not to be less than four feet eight inches between the inside edges; 5 & 6 Will. IV. c. lvi. sec. 91.	sec. 24.	—	—
Completion of Railway	-- if not completed in 10 years powers to cease, except as to parts completed; sec. 200.	-- if not completed in seven years, powers to cease, except as to such part completed; sec. 246. Time enlarged three years to complete railway; 5 & 6 Will. IV. c. lvi. sec. 130.	-- if not completed in five years powers to cease, except as to parts completed; sec. 178.	-- if not completed in seven years powers to cease, except as to parts completed; sec. 211. Time to complete railway enlarged three years; 7 Will. IV. and 1 Vict. c. lxxi. sec. 86.	-- if not completed in five years powers to cease, except as to parts completed; sec. 203. -- time to complete railway enlarged two years; 1 & 2 Vict. c. xx. s. 23.
Abandonment of Railway	-- If railway abandoned, the land to revert to owners of adjoining land; sec. 201.	sec. 247.	sec. 179.	sec. 212.	sec. 204.
Passing Places for Carriages	- - - - - -	- - -	-- two passing places to be made in each mile of railway; sec. 37.	—	—
Approaches to Railway	- - - - - -	- - -	-- company to make at their own expense; sec. 38	—	—
Temporary Purposes	- - - - - - -	-- power to enter adjoining lands for temporary purposes; 5 & 6 Will. IV. c. lvi. sec. 24.	—	—	—
Crossings of Railways	- - - - - - -	- - -	- - -	- - -	- - -

See, also, Acquisition and Use of Property.

EXECUTION OF WORKS—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
- - -	- - -	- - -	- - power of company or directors to contract for works; sec. 8.	- - company may contract for works; 1 & 2 Vict. c. lxxxi. sec. 35.	- - company may contract for works; sec. 93.	- - -	sec. 11.
sec. 136.	sec. 98.	- - contracts signed by five directors to be binding on company; sec. 165.	- - contracts signed by three directors to be binding; sec. 102.	sec. 148.	sec. 217.	sec. 107.	sec. 186.
sec. 6.	sec. 6.	sec. 8.	sec. 9.	sec. 7.	sec. 4.	sec. 7.	sec. 4.
- - not to exceed 100 yards, and in cities and towns 10 yards; sec. 78.	sec. 8.	sec. 10.	- - not to exceed 100 yards; sec. 58.	- - not to exceed 100 yards, and in cities and towns 10 yards; sec. 55.	sec. 6.	- - not to exceed 100 yards, and land covered with houses 10 yards; sec. 47.	- - not to exceed 100 yards; sec. 6.
- - 7 Will. IV. and 1 Vict. c. xcii. sec. 7.	- - 7 Will. IV. and 1 Vict. c. xciii. sec. 30.	- - -	- - 7 Will. IV. and 1 Vict. c. cii. sec. 7.	- - -	- - -	- - -	sec. 9.
- - 7 Will. IV. and 1 Vict. c. xcii. sec. 8.	- - 7 Will. IV. and 1 Vict. c. xciii. sec. 31.	- - -	- - 7 Will. IV. and 1 Vict. c. cii. sec. 8.				
- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - company not to diminish the radius of any curve as shown on the plan; sec. 10.
sec. 7.	sec. 7.	sec. 9.	sec. 10.	sec. 8.	sec. 5.	sec. 8.	sec. 5.
—	—	—	—	—	—	—	—
- - if not completed in seven years powers to cease, except as to parts completed; sec. 249.	sec. 217.	- - if not completed in five years powers to cease, except as to parts completed; sec. 271.	- - if not completed in seven years powers to cease, except as to parts completed; sec. 211. Time enlarged three years; 7 Will. IV. and 1 Vict. c. cii. sec. 51.	sec. 223.	sec. 166.	sec. 218.	sec. 129.
sec. 250.	sec. 218.	sec. 272.	sec. 212.	sec. 254.	sec. 167.	sec. 219.	sec. 130.
—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—
- - -	- - -	- - -	- - if railway crosses others on a level or otherwise, disputes between companies to be settled by two engineers and an umpire; sec. 145.				- -

XIII.——REGULATION OF WORKS. - - - -

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
Regulations as to Passage on the Railway.	- - To be made by company, ratified by two justices, and observed, under penalty of 40 *s.* to the company; sec. 158.	- - -	sec. 128.	- - -	- - -
Publication of Tolls, &c. -	- - To be painted on boards on wharfs and toll-houses; sec. 142.	sec. 94.	sec. 112.	sec. 63.	sec. 52.
Steam-Engines (Stationary and Locomotive).	- - To consume their own smoke; secs. 17. 19.	- -	- - stationary to consume smoke; locomotives not to be used without consent of owners of land; sec. 7.	- - -	- - -
WAGGONS AND CARRIAGES	- - All persons may use them on payment of rates and tolls, subject to regulations of the company; sec. 165.	sec. 123.	sec. 133.	sec. 79.	sec. 66. Company may lease and grant licenses to persons to establish carriages on railway; sec. 56.
Construction - - -	- - Not to be used unless constructed according to regulations of the company; sec. 167.	sec. 124.	sec. 135.	sec. 44.	sec. 67.
Names of Owners - -	- - Names and places of abode to be two inches high; sec. 152.	sec. 108.	sec. 122.	sec. 73.	sec. 69.
Liability of Owners - -	- - Liable for damages done by servants; sec. 153.	sec. 109.	sec. 123.	sec. 74.	sec. 70.
Damages, how recovered -	- - By a justice, if not exceeding 20*l.*; if more, by action; sec. 153.	sec. 109.	sec. 123.	- - by a justice, if not more than 5*l.*; if more, by action; sec. 74.	sec. 70.
	Owners to recover from servants sums paid for their neglect; sec. 154.	sec. 110.	sec. 124.	sec. 75.	sec. 71.
HORSES AND CATTLE - -	- - Not to pass along railway; sec. 166.	- - -	sec. 134.	sec. 80.	sec. 72.
Straying on adjoining Lands	- - - - - - -	- - -	- - -	- - -	- - -
Obstructions on Railway -	sec. 155, 156, 159.	sec. 111, 118, 120.	sec. 125, 126, 129.	sec. 76, 78.	sec. 73, 74.
Passage of Owners and Occupiers	- - Without toll as far as their lands extend; sec. 164. Such power to cease, if other communication provided; 1 Will. IV. c. li. s. 17.	sec. 122.	sec. 132.	- - -	sec. 78.
Branches - - -	- - May be made; company to make openings at the expense of owners; sec. 171. Disputes to be settled by three justices, with appeal to quarter sessions; 1 Will. IV. c. li. s. 16.	—	—	—	—
Foot Passengers - - -	- - Not to use railway as footpath; 9 Geo. IV. c. vii. sec. 9.	- - -	- - -	- - -	- - -
TOLL COLLECTORS:					
Names - - - -	To be placed on boards, &c.; sec. 145.	sec. 115.	- - -	sec. 64.	sec. 59.
Misconduct - - -	Penalty; sec. 145 - - -	sec. 115.	- - -	sec. 64.	sec. 59.
Shutting Gates across Railway	- - Penalty for neglecting to shut; sec. 138; 1 Will. IV. c. li. sec. 18.	sec. 127.	sec. 138.	sec. 81.	sec. 81.
WHARFS:					
Erection of, by Lords of Manors, &c.	- - - - - - -	sec. 129.	sec. 143–146.	- - -	sec. 85.
Police - - - - -	- - - - - - -	- - -	- - -	- - -	- - -

REGULATION OF WORKS.

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
- - -	sec. 82.	- - -	- - -	- - -	sec. 132.	—	—
sec. 88.	sec. 65.	sec. 57.	sec. 91.	sec. 51.	sec. 115.	sec. 22.	sec. 61.
- - stationary to consume smoke, sec. 31; locomotives not to be used without consent of certain owners of land; 10 Geo. IV. c. cxxii. sec. 15.	- - all engines to consume smoke; sec. 4.	- - -	- - -	sec. 5.	- - -	- - -	- - stationary to consume smoke, sec. 4; locomotives not to be used without consent of certain owners of land; 10 Geo. IV. c. cvi. sec. 4. Locomotive engines to be approved by the company; 1 Vict. c. ciii. sec. 14. Penalty for not observing regulations of company; 2 & 3 Will. IV. c. xxv. sec. 10.
sec. 100.	sec. 87.	- - - Company may lease and grant licenses; sec. 60.	sec. 112.	- - Company may lease and grant licenses; sec. 56. 65.	sec. 137.	- - -	sec. 59.
sec. 104.	sec. 88.	- - -	sec. 114.	sec. 66.	sec. 139.	- - -	sec. 89.
sec. 105.	sec. 78.	- - -	sec. 101.	sec. 68.	sec. 126.	- - -	sec. 91.
sec. 106.	sec. 79.	- - -	sec. 102.	sec. 69.	sec. 127.	- - -	sec. 97.
sec. 106.	- - by a justice, if not exceeding 20*l.*; if more, by action; sec. 79.	- - -	sec. 102.	- - by a justice, if not exceeding 5*l.*; if more, by action; sec. 69.	- - not exceeding 20*l.*, by a justice; sec. 127.	- - -	sec. 97.
sec. 106.	sec. 79.	- - -	sec. 103.	sec. 69.	sec. 128.	- - -	sec. 98.
sec. 102.	- - -	sec. 69.	sec. 113.	sec. 70.	sec. 138.	- - -	sec. 100.
- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - 40*s.* to informer for horses employed on railway straying on lands or grounds adjoining; sec. 94.
sec. 107, 108.	sec. 80.	- - -	sec. 104.	sec. 72, 73.	sec. 129, 132.	- - -	sec. 92.
sec. 111.	sec. 86.	- - -	sec. 109.	sec. 67.	sec. 136.	- - -	sec. 101.
—	—	—	—	—	—	—	—
- - -	- - -	- - -	- - -	- - 1 & 2 Vict. c. lx. sec. 20.	- - -	- - -	- - 2 & 3 Will. IV. c. xxv. sec. 8.
sec. 89.	sec. 75.	sec 63.	sec. 92.	sec. 58.	sec. 118.	- - -	sec. 61.
sec. 89.	sec. 75.	sec. 63.	sec. 92.	sec. 58.	sec. 118.	- - -	sec. 61.
sec. 115.	sec. 90.	sec. 76.	sec. 117.	sec. 79.	sec. 142.	- - -	sec. 94.
sec. 118, 122.	sec. 92-95.	- - -	- - -	sec. 83-87.	sec. 147-150.	- - -	sec. 74-77.
- - -	- - -	- - -	- - -	- - two justices may appoint special constables on the railway, to be paid such salary by the company as such justices shall appoint; 1 & 2 Vict. c. lx. sec. 15.	—	—	—

XIII.——Regulation of Works—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Regulation as to Passage on Railway.	- - To be made by directors, and observed under a penalty of 40*s.*; sec. 191.	- - to be made by company, and observed under a penalty of 5*l.*; sec. 194.	- - to be made by directors, and observed under a penalty of 40*s.*; sec. 160.	- - to be made by company, and observed under a penalty of 10*l.*; sec. 179.	- - company to regulate passage, and to be observed under a penalty of 5*l.*; sec. 148.
WAGGONS AND CARRIAGES	- - All persons may use them on payment of rates and tolls, subject to regulations of the company; sec. 185.	sec. 171.	sec. 166.	sec. 172.	sec. 123.
Construction	- - Not to be used, unless constructed according to the regulations of the company; sec. 188.	sec. 195.	sec. 169.	sec. 173.	sec. 149.
Names of Owners	- - Names and places of abode to be two inches high; sec. 174.	sec. 198.	sec. 155.	sec. 176.	sec. 152.
Liability of Owners	- - Liable for damages done by servants; sec. 175.	sec. 199.	sec. 156.	sec. 177.	sec. 153.
	Owners to recover from servants sums paid for their neglect; sec. 176.	sec. 200.	sec. 157.	sec. 178.	sec. 154.
Engines	- - Not to be used, unless approved of by company or their engineer; sec. 190.	sec. 196.	sec. 170.	sec. 174.	sec. 150.
HORSES AND CATTLE	- - Not to pass along railway; sec. 186.	sec. 201.	sec. 167.	sec. 183.	sec. 155.
Straying on Railway or adjoining Lands.	- - - - - -	- - Prohibition of cattle coming on railway; 5 & 6 Will. IV. c. lvi. sec. 125.	- - -	- - 7 Will. IV. and 1 Vict. c. lxxi. sec. 84.	- - - -
Obstructions of Railway	sec. 177. 179. 183.	sec. 204. 206.	sec. 158. 161.	sec. 180. 182.	sec. 158. 160.
Passage of Owners & Occupiers	- - Without toll as far as their lands extend; sec. 182.	sec. 203.	sec. 165.	sec. 185. Such power to cease if other communication be provided; sec. 186.	sec. 156. - - -
Branches	- - May be made; company to make openings at the expense of owners; sec. 193.	sec. 73. 5 & 6 Will. IV. c. lvi. sec. 97.	- - -	sec. 86.	sec. 79.
	Disputes to be settled by two justices; sec. 193.	sec. 73. 5 & 6 Will. IV. c. lvi. s. 97.	- - - -	sec. 86.	sec. 79.
TOLL COLLECTORS:					
Names	- - To be placed on boards, &c.; sec. 168.	sec. 185.	sec. 152.	sec. 171.	sec. 139.
Misconduct	Penalty; sec. 168 - - -	sec. 185.	sec. 152.	sec. 171.	sec. 139.
Shutting Gates across Railway	- - Penalty for neglecting to shut; sec. 184: 1 & 2 Vict., c. lix. s. 17.	sec. 68. 75.	- -	sec. 84.	sec. 74. 81.

- - - - - - REGULATION OF WORKS—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 189.	sec. 151.	sec. 229.	sec. 158.	sec. 199.	sec. 255.	sec. 160.	sec. 223.
sec. 163.	sec. 125.	sec. 203.	sec. 181.	sec. 174.	sec. 253.	sec. 135.	sec. 194.
sec. 190.	sec. 152.	sec. 230.	sec. 159.	sec. 200.	sec. 256.	sec. 161.	sec. 224.
sec. 193.	sec. 154.	sec. 233.	sec. 161.	sec. 196.	sec. 250.	sec. 169.	sec. 219.
sec. 194.	sec. 156.	sec. 234.	sec. 162.	sec. 197.	sec. 251.	sec. 170.	sec. 220.
sec. 195.	sec. 157.	sec. 235.	sec. 163.	sec. 198.	sec. 252.	sec. 171.	sec. 221.
sec. 191.	sec. 153.	sec. 231.	sec. 160.	sec. 201.	sec. 257.	sec. 162.	sec. 225.
sec. 196.	sec. 158.	sec. 236.	sec. 164.	sec. 215.	sec. 259.	- - -	sec. 227.
- - -	- - -	sec. 237.	- - -	- - -	- - -	- - -	sec. 228.
sec. 199. 203.	sec. 10. 175. 179.	sec. 32. 240. 242.	sec. 12. 167. 171.	sec. 12. 212, 213.	sec. 241, 242.	sec. 173. 177.	sec. 15. 230, 231.
sec. 197.	sec. 159.	sec. 238.	sec. 165.	sec. 216.	sec. 258.	- - -	sec. 226.
- - -	sec. 160.	- - -	- - -	sec. 217.			
sec. 115. Further provision; 6 & 7 Will. IV. c. xxxviii. sec. 7.	sec. 78.	sec. 126.	sec. 82.	sec. 114.	sec. 114. Further provision; 7 Will. IV. and 1 Vict. c. xxiv. sec. 77.	- - -	sec. 79.
sec. 115.	sec. 78.	sec. 126.	sec. 82.	- - -	sec. 114.	- - -	sec. 79.
sec. 180.	sec. 142.	sec. 220.	sec. 149.	sec. 190.	sec. 242.	sec. 151.	sec. 211.
sec. 180.	sec. 142.	sec. 220.	sec. 149.	sec. 190.	sec. 242.	sec. 151.	sec. 211.
sec. 105. 117.	sec. 72. 80.	sec. 112. 128.	sec. 75. 85.	sec. 106. 219.	sec. 108. 116.	- - -	sec. 28. 81.

(*continued.*)

XIII.——Regulation of Works—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 4 & 5 Will. IV. c. x.
Wharfs	- - - - - - -	- - -	- - -	- - -	- - -
Foot Passengers	- - Not to use railway as footpath; sec. 187.	sec. 202.	sec. 168.	sec. 184.	sec. 157.
Steam Engines (Stationary or Locomotive.)	- - To consume their own smoke; sec. 192.	sec. 197.	sec. 172. Not to burn coals; sec. 171.	sec. 175.	sec. 151.
Publication of Tolls	- - Boards to be affixed in conspicuous parts of toll-house; sec. 165.	sec. 182.	sec. 149.	sec. 159.	sec. 136.
Police	- - One justice may, on nomination of company, their clerk or treasurer, appoint special constables; 4 & 5 Will. IV. c. lv. sec. 36.	- - two justices may, on the nomination of three directors, appoint special constables for the railway and works; sec. 213. Any justice of the peace may appoint whom he may think proper; 7 Will. IV. & 1 Vict. c. lxiv. sec. 25.	- - -	sec. 188.	sec. 167. Two justices, on the nomination of chairman or secretary, of company, may appoint; 1 & 2 Vict. c. xx. sec. 6.

XIV.——MUTUAL PROTECTION OF RAILWAY AND ADJOINING PROPERTY.

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
GATES, BRIDGES, FENCES, &c.	- - Company to make such as are necessary for protection of adjoining lands; sec. 162.	sec. 115.	sec. 130.	sec. 57.	sec. 76.
Archways	- - - - - - -	- - -	- - to be made for communication between fields intersected; sec. 141.	—	—
Disputes	- - To be settled by two justices; sec. 162.	- - -	sec. 130.	- - -	sec. 76.
	If company neglect, owners may make the same, and charges settled by justices to be paid by company; sec. 162.	- - -	sec. 131.	- - -	sec. 77.
Insufficiency	- - If those made by company insufficient, owners, with consent of justices, may make others; sec. 163.	sec. 116.	sec. 131.	- - -	- - -
Drains and Watercourses	- - Company to make and maintain them, to carry water off lands, and to make such bridges over as two justices shall direct; sec. 174.	sec. 116.	- - -	sec. 57.	- - as any one justice shall direct; sec. 76.
Injury done to Pipes	- - Provisions relative thereto; sec. 199.	—	—	—	—
Fencing Railway	- - Company to fence off railway from adjoining lands, and maintain gates and stiles; sec. 169.	sec. 126.	sec. 137.	- - -	sec. 78. 80.
Sinking Shafts	- - - - - - -	- - -	- - shafts not to be sunk so as to injure works, &c.	- - -	- - -
Proprietors may make Branch Railways.	- - May make branch railways to join company's railway; sec. 171. Disputes to be settled by three justices with appeal to quarter sessions, 1 Will. IV. c. li. sec. 16.	- - -	sec. 139.	sec. 82.	sec. 82.
Roads Across	- - Owners may make roads across railway, or may pass across; s. 172.	sec. 122.	sec. 140.	- - -	- - -

- - - - - Regulation of Works—*continued.*

19.	20.	21.	22.	23.	24.	25.	26.
Great Western.	South-eastern. (Dover and London.)	Northern and Eastern. (Cambridge and London.)	Great North of England.	Eastern Counties. (Norwich and London.	Manchester and Leeds.	The Commercial. (Blackwall and London.)	Brighton and London.
5 & 6 Will. IV. c. cvii.	6 & 7 Will. IV. c. lxxv.	6 & 7 Will. IV. c. ciii.	6 & 7 Will. IV. c. cv.	6 & 7 Will. IV. c. cvi.	6 & 7 Will. IV. c. cxi.	6 & 7 Will. IV. c. cxxiii.	7 Will. IV. & 1 Vict. c. cxix.
- -	- - -	- -	- - lords of manors and owners of adjoining land empowered to erect wharfs; sec. 84.			—	—
sec. 198.	sec. 239.	sec. 239.	sec. 166.	sec. 218.	sec. 260.	sec. 172.	sec. 229.
sec. 192.	sec. 154.	sec. 232.	- - -	sec. 202.	- - -	sec. 163. Restrictions as to the use of locomotive engines may be imposed by Commissioners of Woods and Forests; sec. 164. Chimnies to be covered over with a hood of wire gauze; sec. 168.	sec. 202.
sec. 177.	sec. 139.	sec. 217.	sec. 146.	sec. 187.	sec. 239.	sec. 148.	sec. 208.
sec. 210.	sec. 186.	sec. 251.	- - any justice may on nomination of company or their clerk, appoint special constables; sec. 178.	- - two or more justices, on nomination of three directors, may appoint special constables; s. 241. Repealed and re-enacted, 1 & 2 Vict. c. lxxxi. sec. 50, 51.	sec. 275.	sec. 184.	sec. 244.

- - - MUTUAL PROTECTION OF RAILWAY AND ADJOINING PROPERTY.

6.	7.	8.	9.	10.	11.	12.	13.
Edinburgh and Dalkeith.	Hereford.	Dundee and Newtyle.	Aberdulais and Cwm Dulais.	Garnkirk and Glasgow.	Limerick and Carrick.	Johnstone and Ardrossan.	Clarence.
7 Geo. IV. c. xcviii.	7 Geo. IV. c. c.	7 Geo. IV. c. ci.	7 Geo. IV. c. cii.	7 Geo. IV. c. ciii.	7 Geo. IV. c. cxxxix.	7 & 8 Geo. IV. c. lxxxvii.	9 Geo. IV. c. lxi.
sec. 110.	sec. 84.	sec. 71.	sec. 107. 116.	sec. 74.	sec. 134.	*Note.*—The Act empowers the Glasgow and Ardrossan Canal Company, incorporated 46 G. III. c. lxxv. to make the railway, and the regulations respecting the latter are to be found in that Act.	sec. 79.
—	—	—	—	—	—		—
- - -	sec. 84.	- - how to be settled; sec. 75.	sec. 107.	- - to be settled by action at law; s. 74.	- - -		sec. 79.
sec. 111.	sec. 84.	- - according to forms of Scotch law; sec. 91.	sec. 107.	sec. 75.	sec. 134.		sec. 81.
sec. 111.	sec. 85.	- - (not stated, with consent of justices); sec. 72.	sec. 108.	- - -	sec. 135.	—	—
sec. 110.	- - -	sec. 71.	sec. 107.	- - -	sec. 134. 146.	- - -	sec. 80.
—	—	—	—	—	—	—	—
- - not to be made on ground allowed for railway; sec. 112, 113. Expense of making may be required by owners; sec. 114.	sec. 89.	- - fences to be made on lands of owners, not on land of railway company, at company's expense; sec. 74, 75.	- - to fence off railways through private lands; sec. 116.	- - fences to be made on owners' lands; sec. 76.	- - to fence off railway, and maintain gates, stiles, &c.; sec. 141.	—	—
- - -	- - -	- - -	sec. 15.	- - -	sec. 19.	—	—
sec. 101.	sec. 91.	- - -	sec. 118.	sec. 80.	sec. 143.	—	sec. 101.
sec. 111.	sec. 86.	sec. 77.	sec. 120.	sec. 81.	sec. 144.	—	—

(*continued.*)

XIV.——Mutual Protection of Railway and adjoining Property—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
GATES, BRIDGES, FENCES, &c.	-- Company to make such as are necessary for the protection of adjoining lands; sec. 180. Or compensation to be given in lieu thereof; 1 & 2 Vict. c. lix. sec. 2.	sec. 70.	sec. 163.	sec. 79.	sec. 75.
Disputes	-- To be settled by two justices; sec. 180.	sec. 70.	sec. 163.	sec. 79.	sec. 75.
Compensation in lieu of Gates, Bridges, &c.	- - - - - - -	-- Owners and occupiers not to pass or cross railway after receiving compensation in lieu of gates, bridges, &c.; 5 & 6 Will. IV. c. lvi. sec. 95.	- - -	- - -	- - -
	If company neglect, owners may make the same, and charges may be settled by justices to be paid by company; sec. 180.	sec. 70.	sec. 163.	sec. 79.	sec. 75.
Insufficiency	-- If those made by the company insufficient, owners, with consent of justices, may make others; sec. 181.	sec. 71.	sec. 164.	sec. 80.	sec. 76.
Drains and Watercourses	-- Company to make and maintain them, to carry water off lands, and to make such bridges over as two justices shall direct; sec. 196.	sec. 72.	sec. 174	sec. 85.	sec. 78.
Fencing Railway	-- Company to fence off railway from adjoining lands, and maintain gates and stiles; sec. 182.	sec. 69.	sec. 173.	sec. 82.	sec. 77.
Proprietors may make Branch Railways.	- - May make branches to join company's railway; sec. 193.	sec. 73.	- - -	sec. 86.	sec. 79.
	Disputes to be settled by two justices, and to be binding; sec. 193.	sec. 73.	- - -	sec. 86.	sec. 79.
	Owners of land may make roads across railway without doing any injury; sec. 194.	-- owners may make roads across railway, or may pass across; s. 74.	-- owners of land may connect same with railway; sec. 162.	-- owners may make roads and bridges across railway, subject to the superintendence of the company's engineer; sec. 87.	sec. 80.
MINES:					
Under Railway or within Forty Yards.	-- Owners to give notice of working, and company may purchase; sec. 70. Company compellable to purchase lots less than half an acre; sec. 74.	sec. 55.	- - -	sec. 66.	- - -
Adjoining Railway	-- Owners may make communication, not injuring railway; sec. 71.	sec. 56.	- - -	- - -	- - -
Compensation for Injury	- - - - - - -	- - -	- - -	- - -	- - -
Working	-- Method of discovering when mines are worked under railway; sec. 72.	sec. 57.	- - -	- - -	- - -
	No shaft to be sunk on the railway or works; sec. 73.	sec. 58.	- - -	- - -	- - -
Sewers	- - - - - - -	-- commissioners of sewers may relinquish jurisdiction over sewers to company; 7 Will. IV. & 1 Vict. c. lxiv. sec. 21, 22.	-- not to be interfered with until others made; sec. 84.	sec. 78.	- - -

MUTUAL PROTECTION OF RAILWAY AND ADJOINING PROPERTY—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 106.	sec. 73.	sec. 114.	sec. 76.	sec. 107.	sec. 110.	- - company to make passages, &c., for the convenience of owners of adjoining land; sec. 85.	sec. 34.
sec. 106.	sec. 73.	sec. 114.	sec. 76.	sec. 107.	sec. 110.	sec. 85.	sec. 34.
sec. 108.	sec. 74.	sec. 115.	sec. 77. 79.	sec. 111.	—	—	—
sec. 106.	sec. 73.	sec. 114.	sec. 76.	sec. 107.	sec. 110.	sec. 85.	sec. 34.
sec. 109.	sec. 75.	sec. 116.	sec. 78.	sec. 110.	sec. 111.	sec. 86.	sec. 35.
sec. 111.	sec. 77.	sec. 118.	sec. 81.	sec. 113.	sec. 113.	- - -	sec. 78.
sec. 110.	sec. 76.	sec. 117.	sec. 80.	sec. 112.	sec. 112.	- - -	sec. 36.
sec. 115.	sec. 78.	sec. 126.	sec. 82.	sec. 114.	sec. 114.	- - -	sec. 79.
sec. 115.	sec. 78.	sec. 126.	sec. 82.	- - -	sec. 114.	- - -	sec. 79.
sec. 116.	sec. 78.	sec. 127.	sec. 83.	sec. 115.	sec. 115.	- - owners of land may connect same with railway; sec. 87.	- - owners of land may make roads across railway; sec. 80.
sec. 88.	sec. 59.	sec. 85.	sec. 65.	- - under railway, or within 50 yards; sec. 123.	sec. 132.	- - -	- - under or within 40 yards; sec. 120.
sec. 89.	sec. 60.	sec. 86.	sec. 66.	sec. 124.	sec. 133.	- - -	sec. 121.
- - -	- - -	- - -	- - Company to make compensation for injury done mines; sec. 63.	- - -	sec. 134.	—	—
sec. 90.	sec. 61.	sec. 87.	- - -	sec. 125.	sec. 135.	- - -	sec. 122.
sec. 91.	sec. 62.	sec. 88.	- - -	sec. 126.	sec. 136	- - -	sec. 123.
- - -	- - -	- - -	- - -	- - -	- - -	- - new sewers to be made at expense of company, under directions of commissioners; sec. 63, 64.	—

(*continued.*)

XIV.——Mutual Protection of Railway and adjoining Property—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
PAVEMENTS	-	-	-- seven days' notice to be given by clerk of company of breaking up pavements; sec. 77.	-	-- 6 & 7 Will. IV. c. cxxi. sec. 14.
Reinstatement of Pavements.	-	-	-- to be reinstated by commissioners at company's expense; sec. 78.	-	-- 6 & 7 Will. IV. c. cxxi. sec. 17.
Expense of Reinstatement, how recoverable.	-	-	-- expense of reinstatement recoverable by action against company; sec. 79.	-	-- 6 & 7 Will. IV. c. cxxi. s. 18.
Steps, Areas, Pipes, &c.	-	-	-- company empowered to raise, sink and otherwise alter; sec. 85.	-	-
Security against Fire	-	-	-	-	-
Damage by Fire	-	-	-	-	-

XV.——TURNPIKE ROADS AND HIGHWAYS, &c.

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
CROSSINGS:					
On a Level	-- Flanch of railway not to rise above nor sink below the level more than one inch; sec. 24.	sec. 4.	sec. 5.	sec. 45.	-- not to rise above the level, nor sink more than three quarters of an inch; sec. 2.
	For greater safety, company empowered to carry roads under or over railway; 1 Will. IV. c. li. sec. 12.	-	-	-	-- if locomotive engines used, railway to be carried over or under (extension line); 5 & 6 Will. IV. c. xcvii. sec. 9.
Company to erect Gates	-- Company to erect gates on each side of crossings; sec. 27.	—	—	—	—
BRIDGES:					
Over Roads	-- Arches not to be less than 15 feet wide and 16 feet high; sec. 25.	-	sec. 8.	-	-
Over Railways	-- Ascent not to exceed one foot in 13; sec. 26.	sec. 6.	sec. 9.	-	sec. 3.
	Fence on each side to be four feet high; sec. 26.	sec. 6.	sec. 9.	-	sec. 3.
Descent under Bridge	-- Descent under bridge not more than one foot in 13; sec. 25.	-	sec. 18.	-	-
Injury to Roads	-- When roads to be cut, sunk or otherwise injured, the company to make other roads; sec. 34.	sec. 12.	sec. 14.	-	sec. 5.
Roads across	-- Owners of land may make railway roads or watercourses across the railway without doing injury; sec. 172.	-- may pass on the railway; sec. 122.	sec. 140.	-	-
Diversion of Turnpike Roads	-- May be made with consent of trustees; differences to be decided by two justices, with appeal to quarter sessions; 1 Will. IV. c. li. sec. 12–15.	—	—	—	—
Turnpike Tolls	-	-- not to be paid by carriages of company crossing turnpike-roads; sec. 94.	-	-	-

- - Mutual Protection of Railway and adjoining Property—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
- - -	- - -	- - -	- - -	- - -	- - -	sec. 60.	sec. 70.
- - -	- - -	- - -	- - -	- - -	- - -	sec. 61.	sec. 71.
- - -	- - -	- - -	- - -	- - -	- - -	sec. 62.	sec. 72.
- - -	- - -	- - -	- - -	- - 1 & 2 Vict. c. xxxi. sec. 34.	- - -	sec. 69.	—
- - -	- - -	- - -	- - -	- - -	- - -	- - company bound, under a penalty, to adopt additional security against fire; sec. 166.	—
- - -	- - -	- - -	- - -	- - -	- - -	- - company responsible for any damage by fire; sec. 167.	

- - - - - TURNPIKE ROADS AND HIGHWAYS, &c.

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
- - not to rise above or be more than three quarters of an inch below road; sec. 2.	- - not to be above the level of the road, nor more than one inch below; sec. 6.	- - not to project above the surface of the road; sec. 3.	- - not above, nor more than three quarters of an inch below; sec. 4.	sec. 2. 7 & 8 Geo. IV. c. lxxxviii. sec. 3.	sec. 6.	sec. 12.	- - not more than three quarters of an inch above or below; sec. 5.
- - 4 & 5 Will. IV. c. lxxi. sec. 5.	- - -	- - -	- - -	- - roads to be carried over or under railway; 1 & 2 Vict. c. lx. sec. 13.	—	—	—
—	—	—	—	—	—	—	—
- - -	- - -	- - -	- - -	- - -	sec. 7.	—	—
sec. 3. One foot in 30	sec. 5.	sec. 4.	sec. 5.	- - sec. 3; and 7 & 8 Geo. IV. c.	sec. 8.	sec. 13.	sec. 84.
feet, where turnpikes are carried over railway; 4 & 5 Will. IV. c. lxxi. sec. 7.			lxxxviii. sec. 4. Turnpikes one foot in 30, and carriage roads one foot in 20; 1 & 2 Vict. c. lx. sec. 13.				
sec. 3.	sec. 5.	sec. 4.	sec. 5.	sec. 3.	sec. 8.	- - -	sec. 84.
sec. 3.	- - -	- - -	- - -	- - -	sec. 7.	—	—
- - -	- - -	- - -	- - -	sec. 5.	sec. 13.	- - -	sec. 82.
sec. 111.	sec. 86.	sec. 77.	sec 120.	sec. 81.	—	—	—
—	—	—	—	—	—	—	—
- - -	sec. 83.	—	—	—	—	—	—

(*continued.*)

XV.——Turnpike Roads and Highways, &c.—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
CROSSINGS:					
On a level	- - Flanch of railway not to rise above nor sink below the level more than one inch; sec. 53.	sec. 60.	sec. 30.	sec. 70.	sec. 69.
Company to erect Gates	- - Company to erect gates on each side of crossings; sec. 56.	sec. 68. 70.	sec. 31.	sec. 71.	sec. 74.
BRIDGES:					
Over Roads	- - Arches not to be less than 15 feet wide, and 16 feet high; sec. 54. Bridges to be 20 feet wide, 5 & 6 Will. IV. c. ix. sec. 14.	sec. 62.	- - arches not less than the width of the road and footpath, and 18 feet high; sec. 29.	- - arches not to be less than 15 feet wide and 16 feet high; sec. 74.	- - arches not to be less than 15 feet wide and 20 feet high; sec. 70.
Over Railways	- - Ascent not to exceed 1 foot in 13; sec. 55. 1 foot in 20, 5 & 6 Will. IV. c. ix. s. 13.	- - not more than 1 foot in 30 for turnpike roads, & 1 foot in 13 for	- - -	sec. 75.	sec. 71.
	private roads; sec. 63, repealed. Ascent not to be more than 1 in 30 for turnpike roads, 1 in 20 for highways, and 1 in 13 for any road; 5 & 6 Will. IV. c. lvi. sec. 93.				
Repair of	- - - - - - -	- - -	- - -	- - company to repair bridges, and	- - -
				in default, 2 justices may order repairs to be done at company's expense; sec. 187.	
Injury to Roads	- - When roads to be cut, sunk or otherwise injured, the company to make other roads; sec. 61.	sec. 67.	sec. 26.	sec. 77.	sec. 73.
Roads across	- - Owners of land may make roads across railway without doing injury; sec. 194.	sec. 74.	- - -	sec. 87.	sec. 80.
Abandonment of Railway	- - - - - - -	- - -	- - -	- - -	- - turnpike roads to be reinstated; sec. 68.
Crossing Turnpike Roads or Highways.	- - Railway not to cross on a level; 4 & 5 Will. IV. c. lv. s. 14, and 5 & 6 Will. IV. c. ix. s. 13.	sec. 61.	sec. 28.	sec. 72.	sec. 66.
Protection of Turnpike Roads	- - - - - - -	- - -	- - -	- - company to erect a screen of	- - -
				sufficient height to prevent danger to passengers passing along turnpike roads; 7 Will. IV. & 1 Vict. c. lxxi. s. 46.	
Drainage of Roads	- - - - - - -	- - -	- - -	- - -	- - company to maintain the drainage of roads; sec. 72.
Tunnels	- - - - - - -	- - openings into tunnels not to be	- - -	sec. 76.	- - -
	made in public highways; sec. 64. Not to be made by open cuttings without consent of owners; sec. 65.				
Alterations of Roads and Bridges.	- - - - - - -	- - -	- - -	- - -	- - -
Footpaths	- - - - - - -	- - -	- - -	- - -	- - -
Temporary Trams	- - - - - - -	- - -	- - -	- - -	- - -
Useless Roads	- - - - - - -	- - -	- - -	- - company, by consent in writing of 2 justices, may stop up useless roads; 7 Will. IV. & 1 Vict. c. lxxi. s. 8.	- - -

- - - - Turnpike Roads and Highways, &c.—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. xxxii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 93.	sec. 65.	sec. 103.	sec. 71.	sec. 99.	sec. 99.	- - -	sec. 30.
sec. 105.	sec. 72.	sec. 112.	sec. 75.	sec. 106.	sec. 108.	- - -	sec. 28.
- - arches not to be less than 15 feet wide and 16 feet high; sec. 94.	sec. 66.	- - not less than 15 feet wide; sec. 107.	- - arch not to be less than 15 feet wide and 16 feet high; sec. 72.	sec. 100.	sec. 100.	- - arches over roads to be whole width of road and footpath; sec. 56.	- - arch not to be less than 25 feet wide and 18 feet high; sec. 31.
- - sec. 95. repealed and re-enacted; 1 foot in 30 turnpike roads, and 1 in 20 parish roads; 6 & 7 Will. IV. c. xxxviii; sec. 16.	- - 1 foot in 30, turnpike roads; 1 in 20, carriage roads, and 1 in 16 in any case; sec. 77.	sec. 107.	sec. 68. 73. 7 Will. IV. & 1 Vict. c. cii. sec. 35.	- - 1 foot in 30, turnpike roads; 1 in 20, carriage roads, and 1 in 15 in any case; sec. 101.	- - 1 in 25 on turnpike roads, 1 in 13 on any private road; sec. 102.	- - -	sec. 27. - - 1 foot in 30, turnpike roads; 1 foot in 20, carriage roads, and private roads 1 in 15; sec. 32.
- - -	- - all bridges constructed by company to be kept in repair by them; sec. 68. 163.	- - -	- - -	- - -	- - -	- - company to keep all bridges over turnpike roads in repair; sec. 58.	—
sec. 104. 6 & 7 Will. IV. c. xxxviii. sec. 17; 7 Will. IV. & 1 Vict. c. xcii. sec. 29.	sec. 71.	sec. 111.	sec. 74. 7 Will. IV. & 1 Vict. c. cii. sec. 37.	sec. 102.	sec. 97.	sec. 72.	sec. 25.
sec. 116.	sec. 79.	sec. 127.	sec. 83.	sec. 115.	sec. 115.	- - -	sec. 80.
—	—	—	—	—	—	—	—
sec. 92.	- - - Company restricted, unless 2 justices allow of the same; sec. 64. 69.	sec. 105. sec. 102. 104.	sec. 67. sec. 70.	sec. 97. sec. 97.	sec. 98. sec. 119.	- - - —	sec. 27. —
- - -	- - company to erect a screen of sufficient height to prevent horses being frightened by engines or carriages passing along railway; sec. 63.	sec. 106. Company to erect sufficient fences on turnpike roads, to be approved of by road surveyor; sec. 69.	- - 7 Will. IV. & 1 Vict. c. cii.; sec. 38.	sec. 103.	- - 7 Will. IV. & 1 Vict. c. xxiv.; sec. 46.	- - company to raise parapet walls and fences by the side of roads, to prevent accidents; sec. 59	sec. 26.
—	—	—	—	—	—	—	—
sec. 96.	sec. 70.	sec. 108.	- - -	- - -	- - -	- - -	sec. 33.
- - -	- - -	- - company may make alterations in roads and bridges with consent of trustees; sec. 109.	—	—	—	—	—
- - -	- - where footpaths carried over railway otherwise than by bridge, company to make easy access on slopes of railway; sec. 71.	- - -	- - -	- - -	- - -	- -	sec. 29.
- - -	- - -	- - company may make temporary trams across turnpike roads with consent of trustees; sec. 110.	—	—	—	—	—
- - 7 Will. IV. & 1 Vict. c. xci. sec. 11; 7 Will. IV. & 1 Vict. c. xcii. sec. 38.	- - -	- - -	- - -	- - -	- - -	- - company, with consent of 2 justices, may stop, alter up, or use useless roads, &c.; sec. 71.	—

XVI.——TONNAGE RATES AND TOLLS.

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Dean Forest. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
TONNAGE RATES	- - Limestone, 1 *d.* per ton per mile. Coal manure, &c. ½ *d.* Coke, culm, bricks, &c. 2 *d.* Sugar, corn, timber, 2½ *d.* Cotton, manufactured goods, &c., 3 *d.*; sec. 134. If carried for less distance than would amount to 1 *s.* per ton, 1 *s.* to be charged; sec. 135.	- - manure and road materials, when drawn, propelled and carried, 2 *d.* per ton. When only propelled by engines, 1½ *d.*; and when carried by waggons of owners, and propelled by company, 1 *d.*; sec 90. Coals, stones, bricks, lead and iron, drawn, propelled and carried, 3 *d.* per ton; sec. 90. Only drawn and propelled, 2½ *d* per ton; sec. 90. Drawn and propelled and carried in owners' waggons, 2 *d.* per ton; sec. 90. Timber, cotton, wool, sugar, corn, drawn, propelled and carried, 3½ *d.* per ton; sec. 90. Only drawn and propelled, 3 *d.* per ton; sec. 90. Drawn and propelled and carried in waggons of owners, 2½ *d.* per ton; sec. 90.	- - limestone, coke, coal, timber, metal, &c., 3 *d.* per ton; sec. 106. Manure and materials for repair of roads, 1 *d.* per ton; sec. 106. Goods, wares and merchandize, 4 *d.* per ton; sec. 106.	- - coals, coke, &c. from Churchway engine to Cinderford Bridge, 1 *s.* 6 *d.* per ton the entire distance; sec. 58. 6 *d.* per ton per mile on coal, timber, goods, &c. from place to place; sec. 58. 6 *d.* per ton per mile on timber, goods, merchandize, &c.; sec. 58. From Cinderford Bridge to the Severn, 3 *s.* per ton the entire distance; sec. 58. 2 *d.* per foot for the entire distance on all timber felled in the Forest of Dean; sec. 58. Timber, goods, merchandize, &c. from Cinderford Bridge to the River Severn, 6 *d.* per ton per mile; sec. 58.	- - 3 *d.* per ton per mile on all goods and merchandize, sec. 50. 3 *d.* per ton on coals, sec. 51.
	Fractional parts of a ton or mile to be deemed quarters of tons or miles; sec. 137.	sec. 92.	sec. 109.	sec. 62.	sec. 50.
EXEMPTIONS FROM TOLL	- - Owners and occupiers may pass along railway as far as their lands extend without paying toll; sec. 164.	sec. 122.	sec. 132. Manure for mending land situate in neighbouring townships; sec. 107.	- - -	sec. 78.
ON PASSING INCLINED PLANES	- - - - - - - -	- - 6 *d.* per ton on all articles by steam power, and 3 *d.* per ton by other than steam power; sec. 90.	- - 6 *d.* per ton on all articles; sec. 108.	- - -	- - 6 *d.* per ton; sec. 50, 51.
TOLLS: PASSENGERS	- - Passengers, 1 *s.* 6 *d.* for distances not exceeding 10 miles; 2 *s.* 6 *d.* not exceeding 20 miles; and 4 *s.* exceeding 20 miles; sec. 136.	- - 2½ *d.* per mile; sec. 91.	- - -	- - -	- - 4 *d.* per mile each passenger; sec. 56.
CATTLE	- - 2 *s.* 6 *d.* for distances not exceeding 15 miles; 4 *s.* exceeding 15 miles; sec. 136.	- - 1½ *d.* per mile; sec. 91.	- - -	- - -	- - -
CALVES, SHEEP AND PIGS	- - 9 *d.* for any distance; sec. 136.	- - ¼ *d.* per mile; sec. 91.	- - -	- - -	- - -
MILE STONES	- - Company to measure railway and set up stones every quarter of a mile; sec. 137.	sec. 93.	sec. 109.	sec. 62.	sec. 50.
PARALLEL RAILWAYS	- - - - - - - -	- - -	- - -	- - -	- - tolls to be taken on joining main line for distance travelled on branch; sec. 73.
AGRICULTURAL PRODUCE	- - - - - - - -	- - -	- - -	- - -	- - -

- - - - TONNAGE RATES AND TOLLS.

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
- - stone to mend highways 4 *d.* per ton per mile; sec. 85. Coal, minerals, &c. 4 *d.* per ton; sec. 85.	- - manure and road-materials 2*d.* per ton per mile; lime, &c., 3 *d.*; coals, iron, timber, &c., 4 *d.*; goods and merchandize, 6 *d.*; sec. 63.	- - goods, wares and merchandize, 6 *d.* per ton per mile; sec. 56; 6 & 7 Will. IV. c. cii. Schedule (A.) If carried for less than a mile, the rate for one mile may be charged; 6 & 7 Will. IV. c. cii. sec. 12.	- - coal, timber, manure, &c., 1½ *d.* per ton per mile; sec. 88. Iron castings, 3 *d.* per ton per mile; sec. 88. Pig-iron, 2½ *d.* per ton per mile; sec. 88. Goods, wares and merchandize, 4 *d.* per ton per mile; sec. 88.	- - limestone, manure, &c., 2 *d.* per ton per mile; coal, coke, &c., 3 *d.*; timber, corn, wares, merchandize, &c., 6 *d.* per ton per mile; sec. 50.	- - limestone, manure and road materials, 1½ *d.* per ton per mile; coal, &c. 2 *d.*; ores and minerals, 2½ *d.*; cast-iron, sheet-lead and copper, 3 *d.*; timber, &c. 3 *d.*; hay, straw and vegetables, 2 *d.*; corn, butter, pork, &c., 3 *d.*; cotton, wool and manufactures, 4 *d.*; sec. 108, 109.	*Note.*—The Act empowers the Glasgow, Paisley and Ardrossan Canal Company, incorporated by 46 Geo. 3, c. 75, to make the Railway; and the regulation respecting the tonnage rates will be found in sec. 58 of that Act.	- - coals for exportation, ¾ *d.* per ton; coals for home consumption, 1½ *d.* per ton; lime, ¾ *d.* per ton; manure and road-materials, 1½ *d.*; lead, timber, goods and merchandize, 3 *d.* per ton per mile; sec. 60.
sec. 87. Company may charge two miles for less distances; 4 & 5 Will. IV. c. lxxi. sec. 31.	sec. 63.	sec. 56.	sec. 89.	sec. 50.	sec. 112.	- - -	- - sec. 64, repeal-pealed, and other provisions, by 10 Geo. IV. c. cvi. sec. 29, 30.
sec. 111. Materials for repair of railway or works, sec. 85.	sec. 86.	- - -	sec. 109.	sec. 67.	sec. 136.	- - -	sec. 101.
- - 1 *s.* per ton; sec. 85.	- - -	- - 1 *s.* per ton; 6 & 7 Will. IV. c. cii. sec. 11.	- - -	- - 1 *s.* per ton; sec. 50.	- - 1 *s.* per ton; sec. 116.	- - -	- - 3 *d.* per ton for coal, and all other articles 6 *d.* per ton; sec. 60. 3 *d.* per ton on all articles; 3 Will. IV. c. iv. sec. 7.
- - 3 *d.* per mile, and 3 *d.* for passing on plane; 4 & 5 Will. IV. c. lxxi. sec. 30.	- - 2 *d.* per mile each passenger; sec. 64.	- - 3 *d.* per mile; sec. 60; and 1 *s.* for passing inclined planes; 6 & 7 Will. IV. c. cii. sec. 11.	- - -	- - 2 *d.* per mile; sec. 56.	- - 1 *s.* 6 *d.* not exceeding 10 miles, 2 *s.* 6 *d.* not exceeding 20 miles, and above 20 miles 4 *s.* for each person; sec. 110.	- - -	- - 3 *d.* per mile; 1 Vict. c. ciii. sec. 5.
- - 6 *d.* per mile; 4 & 5 Will. IV. c. lxxi. sec. 30.	- - 3 *d.* each for horses, &c.; sec. 64. 2 *d.* each for cows and horned cattle; sec. 64.	- - 6 *d.* per mile; 6 & 7 Will. IV. c. cii. Schedule (A.)	- - -	- - -	- - 2 *s.* 6 *d.* not exceeding 15 miles, and exceeding 15 miles, 4 *s.*; sec. 110.	- - -	- - 3 *d.* per mile; 1 Vict. c. ciii sec. 5.
- 3 *d.* per mile; 4 & 5 Will. IV. c. lxxi. sec. 30.	- - sheep and pigs 15 *d.* per score; sec. 64.	- - 3 *d.* per mile; 6 & 7 Will. IV. c. cii. Schedule (A.)	- - -	- - -	- - 9 *d.* or any distance; sec. 110.	- - -	- - 1 *d.* per mile; 1 Vict. c. ciii. sec. 5.
sec. 87.	sec. 63.	sec. 56.	sec. 89.	sec. 56.	sec. 112.	- - -	sec. 64.
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- - -	- - -	- - -	- - company may contract for the carriage; sec. 110.	—	—	—	—

(*continued.*)

XVI.——Tonnage Rates and Tolls—*continued.* - - - -

	1. Liverpool and Manchester. 7 Geo. iv. c. xlix.	2. Manchester and Oldham. 7 Geo. iv. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. iv. c. xlvi.	4. Dean Forest. 7 Geo. iv. c. xlvii.	5. Ballochney. 7 Geo. iv. c. xlviii.
Carriage of Goods and Passengers.	Rates of carriage; sec. 138 - -	sec. 103.	- - -	- - -	sec. 56.
	Company not to receive less than 2*d.* per ton for short distances; sec. 139.				
Carriage of Parcels - -	- - Company at general meetings may fix the charge for carrying parcels not exceeding 500lbs. weight; sec. 141.	sec. 104.	sec. 111.	- - -	- - -
	Repealed by 1 Gul. iv. c. li. sec. 24. Sugar, coffee and meal not to be considered as parcels; 1 Gul. iv. c. li. sec. 25.	- - -	- - -	- - -	- - -
Wharfage and Warehouse-room.	- - - - - - -	- - power of company to charge for wharfage, warehouse room, and use of cranes, &c.; sums charged; sec. 130.	sec. 149.	sec. 61.	sec. 88.
Variation of Rates, Tolls, &c.	- - Company have power to vary; sec. 140.	sec. 99. At a general meeting; sec. 99. Rates to be impartially raised and lowered; sec. 100.	- - by the company as often as they may think fit; sec. 110.	- - company may reduce rates on High Delf coal, and coal and minerals for use of furnaces; sec. 59, 60.	- - rates may be reduced partially or generally; sec. 53, 61.
Publication of Rates, Tolls, &c.	- - Lists of rates and tolls to be painted on boards on wharfs and toll-house; sec. 142.	sec. 94.	sec. 112.	sec. 63.	sec. 52.
	No tolls to be taken unless boards remain; s. 143.	sec. 94.	sec. 113.	sec. 63.	sec. 52.
Weights - - - - -	- - Not to exceed four tons in any waggon, except particular things, with permission of company; sec. 168.	sec. 125.	sec. 136.	- - -	- - -
Tickets - - - - -	- - - - - - -	- - -	- - -	- - -	- - on payment of rate, ticket to be delivered, denoting such payment; sec. 60.
How Lading to be ascertained -	- - In case of dispute, collector may weigh or measure waggon. Party in error to pay cost of weighing; sec. 151.	sec. 98.	sec. 121.	sec. 72.	sec. 65.
	Owners of waggons to give an account thereof in writing. Penalty for refusing or giving false account; sec. 149.	sec. 96.	sec. 119.	sec. 70.	sec. 64.
Weight and Measurement defined.	sec. 140.	- - - -	sec. 120.	sec. 71.	sec. 55.
Disputes about the Amount of Rates.	- - In case of disputes, a justice may determine; sec. 147.	sec. 97.	sec. 117.	sec. 67.	sec. 62.
angerous Goods - - -	- - - - - - -	- - -	- - -	- - -	- - -

- - - - - - TONNAGE RATES AND TOLLS—*continued.*

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
- - sec. 85 repealed as regards passengers, by 4 & 5 Will. IV. c. lxxi. sec. 30, and see sec. 33.	- - -	sec. 60.	- - -	sec. 56.	sec. 113.	- - -	- - 6*d.* per mile.; 10 Geo. IV., c. cvi. s. 27. rep. and other provisions, 1 Vict. c. ciii. sec. 4–7.
sec. 91.	sec. 70.	- - company or committee may fix charges; 6 & 7 Will. IV. c. cii. sec. 13.	- - -	- - -	sec. 114.	—	—
- - sugar, coffee, meal, &c., not to be considered as parcels; 4 & 5 Will. IV. c. lxxi. sec. 32.	- - -	- - 6 & 7 Will. IV. cii. sec. 13.	- - -	- - -	- - -	- - -	- - 1 Vict. c. ciii. sec. 11.
- - sec. 121 explained by 4 & 5 Will. IV. c. lxxi. sec. 34.	sec. 97.	sec. 80. Rates of wharfage, 6 & 7 Will. IV. c. cii.; Schedule (B.)	- - -	sec. 84.	sec. 152. 153.	- - -	sec. 77, 78.
sec. 90. Variation of tolls to be restricted to once in three years; sec. 86.	sec. 68.	sec. 58. With consent of three-fourths of the shareholders present at meeting; 6 & 7 Will. IV. c. cii. sec. 10; to be charged equally; ibid. sec. 15.	- - power to reduce and vary tolls at general meetings; sec. 90. 111.	- - rates may be reduced partially and generally; sec. 52. 60. Abatement of rates on lime and agricultural produce; sec. 53. Abatement of rates; sec. 88. Charges to be equal throughout the line; 1 & 2 Vict. c. lx. sec. 10.	- - -	- - -	- - power to reduce tolls; sec. 66. Reduction of one-third on the Durham branch, 2 Will. IV. c. xxv. sec. 7.
sec. 88.	sec. 65.	sec. 57.	sec. 91.	sec. 51.	sec. 115.	sec. 22.	sec. 61.
sec. 88.	sec. 66.	- - -	sec. 91.	sec. 51.	sec. 116.	sec. 22.	sec. 62.
- - -	- - -	- - -	sec. 115.	- - -	sec. 140.	- - -	- - 1 Vict. c. ciii. sec. 13.
- - -	sec. 65. 67.	- - -	- - -	sec. 59.	- - -	sec. 21.	—
sec. 99.	sec. 69.	sec. 64.	sec. 100.	sec. 64.	sec. 125.	- -	sec. 71.
sec. 97.	sec. 77.	- - -	sec. 98.	sec. 63.	sec. 123.	- -	sec. 70.
sec. 98.	sec. 69.	- - -	sec. 99.	sec. 55.	sec. 124.	- - -	sec. 65.
sec. 92.	sec. 74.	- - in case of dispute, sheriff depute may decide; sec. 66.	- - in case of dispute, justice of the peace to determine; sec. 95.	sec. 91.	sec. 120.	sec. 23.	sec. 72.
- - -	- - -	- - gunpowder, &c. to be marked; company may refuse to carry and prohibit the carriage thereof; 6 & 7 Will. IV. c. cii. sec. 14.	- - -	- - 1 & 2 Vict. c. lx. sec. 18.	- - -	- - -	- - 1 Vict. c. ciii. sec. 10.

XVI.——Tonnage Rates and Tolls—*continued.* - - - -

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Dean Forest. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
Recovery of Rates and Tolls -	- - The goods may be seized, together with carriage laden therewith, and sold if not redeemed in 21 days; sec. 146. If rates amount to more than 10*l.* may be recovered by action; sec. 146.	- - if not redeemed within five days; sec. 106.	- - if not redeemed in 21 days; sec. 116.	- - if not redeemed after five days; sec. 65.	- - goods may be seized and sold, if not redeemed within three days after taking thereof; sec. 61.
Leasing of Rates and Tolls -	- - Company may lease rates and tolls for any term not exceeding three years, on giving 30 days' notice, by advertisement, previous to general meeting at which it is proposed to let the same; sec. 148.	- - for a term not exceeding 31 years. Notice of intention by advertisement; sec. 101. Directors may let rates to farm for not exceeding three years; sec. 102.	- - for a term not exceeding 21 years, and one month's notice of intention; sec. 118.	- - not exceeding three years, notice of intention to be given 20 days prior to general meeting at which it is proposed to let the same; sec. 68.	- - for five years, upon notice, by advertisement, of 21 days; sec. 63.
Compounding for Rates and Tolls.	- - - - - -	- - -	- - -	- - -	- - -
Power of Re-entry - - -	- - If parties renting or leasing tolls, &c. shall not pay, two justices may give possession of toll-houses, &c., and directors may determine the lease or contract; sec. 181.	sec. 134.	sec. 154.	sec. 69.	- - -
Toll Collectors - - -	- - - - - - -	- - to have their names affixed to toll-gate. Penalty for exacting excessive toll; sec. 95.	sec. 115.	sec. 64.	sec. 59.

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Tonnage Rates - - -	- - Limestone, 1 *d.* per ton per mile; sec. 154. Coal, lime, dung, compost, manure and materials for repair of roads and highways, 1½ *d.* per ton per mile; sec. 154. Coke, culm, charcoal, cinders, stone, sand, clay, building, pitching and paving stones, flags, bricks, tiles and slates, any sum not exceeding 2 *d.* per mile per ton; sec. 154. Sugar, corn, grain, flour, dyewood, staves, deals, lead, iron and other metals, 2½ *d.* per ton per mile; sec. 154.	- - dung, compost and manure, lime, limestone and salt, and materials for the repair of roads, 1 *d.* per ton per mile; sec. 172. Coals, coke, culm, charcoal, cinders, building, pitching and paving stones, bricks, tiles, slates, clay, sand, iron, stone, iron ore, wrought iron and castings, 1½ *d.* per ton per mile; sec. 172. Sugar, grain, corn, flour, dyewoods, earthenware, timber, staves and deals, metals, &c., 2 *d.* per ton per mile; sec. 172.	- - -	- - coals, coke, culm, charcoal, cinders, paving-stones, bricks, tiles, slates and all sorts of manure and road materials, 2*d.* per ton per mile; sec. 149. Cotton and other wools, hides, grain, corn, flour, dyewoods, timber, staves, deals, iron and all other metals (except specie and bullion) quicksilver and platina, manufactured goods, sugar and all other wares, merchandize, articles, matters or things, 3 *d.* per ton per mile; sec. 149.	- - for all dung, compost and all sorts of manure, lime, limestone and salt, and all road materials, 1 *d.* per ton per mile; sec. 124. Coals, coke, culm, charcoal, cinders, building, pitching and paving stones, dressed; bricks, tiles, slates, clay, sand, ironstone, iron ore, pig, bar, rod, hoop, sheet and all other descriptions of iron and castings not manufactured into utensils, and other articles of merchandize, 1½ *d.* per ton per mile; sec. 124.

- - - - - TONNAGE RATES AND TOLLS—*continued.*

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
sec. 94.	- - if not redeemed within five days may be sold; sec. 72.	- - if not redeemed within three days; sec. 65; or action may be brought; 6 & 7 Will. IV., c. cii. sec. 18.	sec. 93.	sec. 60.	- - may be sold if not redeemed within 14 days; sec. 119.	- - -	- - if not redeemed within five days may be sold; sec. 68.
- - -	sec. 71.	- - rates may be leased for any term not exceeding three years; sec. 68.	- - not to exceed three years, and 20 days' notice, by advertisement, of intention; sec. 96.	- - rates not to be leased beyond five years, and 20 days' notice, by advertisement, of intention; sec. 62.	- - not to exceed seven years, and 14 days' notice, by advertisement, of intention; sec. 122.	- - -	- - committee empowered to lease rates; sec. 73. *
- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - company may compound for three years; 2 & 3 Will. IV, c. xxv sec. 11.
sec. 96.	sec. 76.	- - -	sec. 97.	- - -	sec. 121.	- - -	sec. 73.
sec. 89.	sec. 75.	sec. 62.	sec. 92.	sec. 58.	sec. 118.	sec. 22.	—

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Norwich and London. 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
- - for all dung, compost and all sorts of manure, lime, limestone and salt, and all undressed materials for the repair of the public roads, 1 *d.* per ton per mile; sec. 164. Paddington Branch, 6 *d.* per ton; 7 Will. IV. and 1 Vict. c. xcii. sec. 41.	sec. 126.	sec. 204.	- - for all dung, compost and all sorts of manure, lime and limestone, salt, road materials, clay, sand, ironstone and metal ore, 1 *d.* per ton per mile; sec. 132. Coals, coke, culm, charcoal, cinders, building, pitching and paving stones, flags, bricks, tiles, slates, bars and pigs of iron and lead and other metals, 2 *d.* per ton per mile; sec. 132. Coals, coke, culm and charcoal put on board any ships or vessels for exportation, 1½ *d.* per ton per mile; sec. 132.	- - for all limestone, coal, slack, culm, cinders, sand and clay, 1 *d.* per ton per mile; sec. 175. Lime, chalk, manure and all undressed materials for repair of the public roads and highways, 1½ *d.* per ton per mile; sec. 175. Coals, coke, culm, charcoal, building, pitching and paving stones, flags, bricks, tiles, slates, deals and staves, 2 *d.* per ton per mile; sec. 175.	- - for limestone, dung, compost and other manure, and for materials for the repair of the roads, 1 *d.* per ton per mile; sec. 225. Coals, lime, coke, culm, charcoal, cinders, stone, sand, clay, ironstone, iron ore, building, pitching and paving stones, flags, bricks, tiles and slates, 1½ *d.* per ton per mile; sec. 225.	- - -	- - dung, compost and all sorts of manure, lime and limestone and salt, and all undressed materials for the repair of public roads or highways, 1 *d.* per ton per mile; sec. 195. Coals, coke, culm, charcoal, cinders, building, pitching and paving stone, dressed; bricks, tiles, slates, clay, sand, ironstone, iron ore, pig, bar, rod, hoop, sheet and all other similar descriptions of wrought iron and castings not manufactured into utensils and other articles of merchandize, 1½ *d.* per ton per mile; sec. 195.
- - 1½ *d.* per ton per mile; sec. 164. Paddington Branch, 9 *d.* per ton; 7 Will. IV. and 1 Vict. c. xcii. sec. 41.	sec. 126.	sec. 204.					

(*continued.*)

XVI.——Tonnage Rates and Tolls—*continued.* - - - -

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Tonnage Rates—*continued.*	- - Cotton and other wool, hides, drugs, manufactured goods, and all other wares, merchandize, matters or things, 3 *d.* per ton per mile; sec. 154.	- - cottons and other wools, hides, drugs, manufactured goods, and all other wares, merchandize, 3 *d.* per ton per mile; sec. 172.	- - -	- - silk, indigo, cinnamon & other spices, oranges, lemons and other fruit, not dried; eggs, fish, poultry, meat and all other articles of a perishable or consumable nature, 6 *d.* per ton per mile; sec. 149.	- - sugar, grain, corn, flour, dyewoods, earthenware, timber, staves and deals, metals (except iron), nails, anvils, vices and chains, 2 *d.* per ton per mile; sec. 124. Cotton and other wools, hops, hides, drugs, manufactured goods and all other wares, merchandize, articles, matters or things. 3 *d.* per ton per mile; sec. 124.
	Fractional parts of a ton or mile to be deemed quarters of tons or miles; sec. 161.	sec. 179.	- - -	sec. 154.	sec. 132.
Exemptions from Toll - -	- - Owners and occupiers of lands adjoining to pass and re-pass along the railway, as far as their lands extend, without payment of toll; sec. 183.	- - owners and occupiers of adjoining land may cross the railway without payment of toll; sec. 203.	- - owners and occupiers of adjoining land may pass along railway without payment of toll; sec. 165.	- - owners and occupiers of adjoining land may pass across railway without payment of toll; sec. 185.	sec. 156.
				Privilege of owners and occupiers to cease when proper communications made; sec. 186.	- - -
COAL DUTIES:					
Boundary Stones of the City of London.	- - - - - - -	- - coals not to be brought nearer London than to the entrance of the tunnel at Cashio, in the parish of Watford, without payment of the city duties; sec. 230.	- - -	- - duties payable on coals brought nearer London than Chertsey; sec. 213.	- - -
Exemptions from City Dues -	- - - - - - -	- - company entitled to consume 500 tons of coals in one year for purposes of railway, free of duty; sec. 230.	- - -	- - company empowered to consume 500 tons in one year for purposes of railway, free of duty; sec. 213.	- - -

TONNAGE RATES AND TOLLS—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Norwich and London. 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 164. Paddington Branch, 1 *s.* per ton; 7 Will. IV. and 1 Vict. c. xcii. sec. 41.	sec. 126.	sec. 204.	- - iron rods, bars, hoop, sheet and all other wrought iron or lead, also all grain, corn, flour, dye-woods, earthenware, timber, staves and deals, nails, anvils, vices and chains, cotton and other wools, flax, hemp, hides, tallow, sugar and drugs, 3 *d.* per ton per mile; sec. 132. All manufactured goods, and all other wares, merchandize, articles, matters or things not before enumerated, 4 *d.* per ton per mile; sec. 132.	- - sugar, corn, grain, malt, flour, beans, peas, potatoes, hops, hay, straw, seeds, wool, hides and other farm and garden produce, not otherwise charged, 3 *d.* per ton per mile; sec. 175. Eggs, fish, poultry, game, meat, fresh vegetables and all other articles of a perishable nature, 4 *d.* per ton per mile; sec. 175. For all silk, cotton, linen and woollen manufactures, raw silk, raw cotton, cotton thread, dye-stuffs, groceries, earthenware, hardware, lead, iron and other metals, and all sorts of merchandize, not otherwise charged, 6 *d.* per ton per mile; sec. 175.	- - corn, grain, flour, dye-wood, timber, staves, deals, lead, pig, bar, rod, hoop, sheet and all other wrought iron and castings, not manufactured into machinery, utensils, or into other articles of merchandize, & other metals, 2½ *d.* per ton per mile; sec. 225. For cotton and other wool, hides, drugs, manufactured goods, and for all other wares, merchandize, articles, matters or things, 3 *d.* per ton per mile; sec. 225.	- - -	- - sugar, grain, corn, flour, dye-woods, earthenware, timber, staves and deals, metals (except iron), nails, anvils, vices and chains, 2 *d.* per ton per mile; sec. 195. Cotton and other wools, hides, drugs, manufactured goods, and all other wares, merchandize, articles, matters or things, 3 *d.* per ton per mile; sec. 195.
sec. 164. Paddington Branch, 1 *s.* 6 *d.* per ton; 7 Will. IV. and 1 Vict. c. xcii. sec. 41.	sec. 126.	sec. 204.					
sec. 173.	sec. 135.	sec. 214.	sec. 142.	sec. 183.	sec. 235.	- - -	sec. 205.
sec. 197.	sec. 159.	sec. 238.	sec. 165.	sec. 216.	sec. 258.	- - -	sec. 226.
- - - -	sec. 160.	- - -	- - -	sec. 217.	—	—	—
- - duties payable on coals brought nearer London than Hillingdon; sec. 228.	- - duties payable on coals brought nearer to London than Lympsfield, in Surrey; sec. 173.	- - duties payable on coals brought nearer London than Hoddesdon, Herts; sec. 206.	- - -	- - duty payable on coals brought nearer London than a stone placed at the junction of the parishes of Shenfield and Mountnessing, in Essex; sec. 260.	- - -	- - -	- - duty payable on coals brought nearer London than the boundary stone at the junction of the parishes of Gatton and Merstham; sec. 258.
- - company empowered to consume 500 tons in one year, for purposes of railway, free of duty; sec. 228.	sec. 173.	- - company empowered to consume 1,000 tons in one year, for purposes of railway, free of duty; sec. 206.	- - -	- - company empowered to consume 500 tons in one year, for purposes of railway, free of duty; sec. 260.	- - -	- - -	- - company may consume 500 tons in one year, for the purposes of railway, free of duty; sec. 258.

(*continued.*)

XVI.——Tonnage Rates and Tolls—*continued.*

	14. Grand Junction. 3 & 4 Will. iv. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. iv. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. iv. c. xlvi.	17. Southampton and London. 4 & 5 Will. iv. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. iv. c. x.
TOLLS:					
Passengers	For every person, 2 *d.* per mile; sec. 155.	2 *d.* per mile; sec. 173. 1 *s.* additional toll for every person; 5 & 6 Will. iv. c. lvi. sec. 112.	for any distance, 9 *d.* for every person; sec. 142.	for every person, 2 *d.* per mile; sec. 150.	2 *d.* per mile; sec. 125.
Cattle	Every horse, mule or other beast of burthen, and for every ox, cow, bull or neat cattle, 1½ *d.* per mile; sec. 155.	1½ *d.* per mile; sec. 173.	for any distance, 1 *s.*; sec. 142.	1½ *d.* per mile; sec. 150.	1½ *d.* per mile; sec. 125.
Calves and Pigs	½ *d.* per mile; sec. 155.	½ *d.* per mile; sec. 173.	4 *d.* for any distance; sec. 142.	½ *d.* per mile; sec. 150.	½ *d.* per mile; sec. 125.
Sheep and Lambs	Sheep, lambs and other small animals, ¼ *d.* per mile; sec. 155.	¼ *d.* per mile; sec. 173.	4 *d.* for any distance; sec. 142. For every other animal or live stock of any description, 2 *d.* for any distance; sec. 142.	¼ *d.* per mile; sec. 150.	½ *d.* per mile; sec. 125.
Carriages	Carriages, not weighing more than one ton, conveyed on a truck or platform, 4 *d.* per mile; sec. 155.	4 *d.* per mile; sec. 173.	2 *s.* for any distance; sec. 142. For every article, matter or thing, 6 *d.* per cwt. for any distance; sec. 142.	4 *d.* per ton per mile; sec. 150.	not weighing more than one ton, 6 *d.* per mile; sec. 125.
Mile Stones	Company to measur railway, and set up mile stones at every quarter of a mile; sec. 161.	sec. 179.	- - -	sec. 154.	railway to be measured, and stones set up at every mile; sec. 132.
Carriage of Goods and Passengers.	In an open and uncovered carriage, or outside any covered carriage, 2 *d.* per mile each person; sec. 156. Covered carriage 3 *d.* per mile; sec. 156. Four inside or mail carriage, 3½ *d.* per mile; sec. 156.	company authorized to carry passengers, cattle and goods, provided the charge for each passenger does not exceed 3½ *d.* per mile, including the rate and toll; sec. 175.	for every person, 9 *d.* for any distance; sec. 143. For every horse, mule, ass, beast of burthen and cattle, 1 *s.* for any distance; sec. 143. Calves, sheep, lambs and pigs, 4 *d.* for any distance; sec. 143. Every other animal or live stock, 2 *d.* for any distance; sec. 143. For every carriage, 2 *s.* for any distance; sec. 143. For goods exceeding 100 lbs. weight, 6 *d.* per cwt. for any distance; sec. 143.	company may carry goods and passengers, and charge for the same whatever sum of money the company or directors may from time to time fix and require; sec. 156.	company authorized to carry passengers, cattle and goods, and to charge for the same, provided the charge does not exceed 3½ *d.* per mile, including the toll and rate granted; sec. 127.

TONNAGE RATES AND TOLLS—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London. 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
- - 2 *d.* per mile; sec. 165. Paddington Branch, 1 *s.* each person; 7 Will. IV. & 1 Vict. c. xcii. sec. 42.	- - 2 *d.* per mile; sec. 127.	- - 2 *d.* per mile; sec. 205.	- - 3 *d.* per mile; sec. 133.	- - 2 *d.* per mile; sec. 176.	- - 2 *d.* per mile; sec. 226.	- - for any distance, 9 *d.* for every person; sec. 136.	- - for every person, 2 *d.* per mile; sec. 196.
- - 1½ *d.* per mile; sec. 165. Paddington Branch, 9 *d.* each; 7 Will. IV. & 1 Vict. c. xcii. sec. 42.	- - 1½ *d.* per mile; sec. 127.	- - 1½ *d.* per mile; sec. 205.	- - 3 *d.* per mile; sec. 133.	- - 3 *d.* per mile; sec. 176.	- - 1½ *d.* per mile; sec. 226.	- - 1 *s.* for any distance; sec. 136.	- - 1½ *d.* per mile; sec. 196.
- - ½ *d.* per mile; sec. 165. Paddington Branch, 6 *d.* each; 7 Will. IV. & 1 Vict. c. xcii. sec. 42.	- - ½ *d.* per mile; sec. 127.	- - ½ *d.* per mile; sec. 205.	- - 1 *d.* per mile; sec. 133.	- - calves 1½ *d.* per mile; sec. 176.	- - ½ *d.* per mile; sec. 226.	- - 4 *d.* for any distance; sec. 136.	- - 1 *d.* per mile; sec. 196.
- - ¼ *d.* per mile; sec. 165. Paddington Branch, 6 *d.* each; 7 Will. IV. and 1 Vict. c. xcii. sec. 42.	- - ¼ *d.* per mile; sec. 127.	- - ¼ *d.* per mile; sec. 205.	- - 1 *d.* per mile; sec. 133.	- - sheep, lambs, pigs and other small animals conveyed, ¼ *d.* per mile; sec. 176.	- - ½ *d.* per mile; sec. 226.	- - 4 *d.* for any distance; sec. 136.	- - ¼ *d.* per mile; sec. 196.
- - 4 *d.* per mile; sec. 165. Paddington Branch, 2 *s.* each carriage; 7 Will. IV. and 1 Vict. c. xcii. sec. 42.	- - 4 *d.* per mile; sec. 127.	- - 4 *d.* per mile; sec. 205.	- - 6 *d.* per mile; sec. 133.	- - 6 *d.* per mile; sec. 176.	- - 4 *d.* per mile; sec. 226. For every carriage weighing more than one ton, 4 *d.* per mile; sec. 226.	- - 2 *s.* for any distance; sec. 136. For any other article, matter or thing in or upon any such carriage, 3 *d.* per cwt., and so in proportion for any fractional part; sec. 136.	- - 4 *d.* per mile; sec. 196.
- - company to measure railway, and put up stones every quarter of a mile; sec. 173.	sec. 135.	sec. 214.	sec. 142.	sec. 183.	sec. 235.	- - -	sec. 205.
sec. 167.	sec. 129.	sec. 208.	- - company authorized to carry passengers, cattle and goods, and to make such reasonable charges for such conveyance as they may from time to time determine upon, in addition to the several rates and tolls authorized to be taken by the Act; sec. 135.	sec. 177.	- - company authorized to carry passengers, cattle and goods, and to charge for the same, provided the charge does not exceed 3½ *d.* per mile, including the rate or toll granted by the Act; sec. 228.	- - company authorized to carry passengers, cattle and goods, and to charge for the same, provided the charge does not exceed 1 *s.* 6 *d.* for any distance, including the rate or toll granted by the Act; sec. 140.	- - company authorized to carry passengers, cattle and goods, and charge for the same, provided the charge does not exceed 3½ *d.* per mile, including the rate or toll granted by the Act; sec. 198.

(*continued.*)

XVI.——Tonnage Rates and Tolls—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Locomotive Power	- - Company empowered to provide and charge for locomotive or other propelling power, in addition to the several other rates, tolls or sums authorized to be taken; sec. 158. 4 & 5 Will. IV. c. lv. sec. 19.	sec. 174.	- - -	sec. 151.	sec. 126.
Hiring Locomotive Engines	- - - - - -	- - company empowered to hire locomotive engines, and charge for the same; sec. 176.	- - -	sec. 152.	sec. 129.
Short Distances	- - Power to charge for six miles for goods and passengers conveyed a less distance, with a reasonable charge for loading and unloading; sec. 160. Not to extend to the Warrington and Newton line; 5 & 6 Will. IV. c. viii. sec. 3.	sec. 179.	- - -	sec. 153.	- - power to charge for eight miles, passengers and goods carried on railway a less distance, with a reasonable charge for unloading; sec. 131.
Packages containing Goods of a dangerous quality.	- - Nature of the goods to be marked outside; 1 & 2 Vict. c. lix. sec. 7.	- - 5 & 6 Will. IV. c. lvi. sec. 122.	- - -	- - -	- - -
Carriage of Parcels	- - Company, at general meetings, or directors, may fix the charge for small parcels not exceeding 500 lbs. weight; sec. 159.	sec. 178.	- - company empowered to fix the price of small parcels not exceeding 100 lbs. weight; sec. 144.	- - company from time to time to fix the price of small parcels under 500 lbs. weight; sec. 155.	- - company may fix the price of small parcels not exceeding 100 lbs. weight; sec. 130.
Luggage of Passengers	- - Passengers may carry articles of clothing of 40 lbs. weight, and 4 cubic feet in dimensions; 4 & 5 Will. IV. c. lv. sec. 68.	- - -	- - -	- - -	sec. 128.
Company not liable to Damage or Loss of Passengers' Luggage.	- - Company in no case liable for safe carriage or custody of, or for any loss of or injury to, any article belonging to and accompanying a passenger; 4 & 5 Will. IV. c. lv. sec. 68.	- - -	- - -	- - -	sec. 128.
Variation of Rates and Tolls	- - Company empowered to reduce and advance the rates and tolls by giving one month's notice of intention by advertisement in a local newspaper; sec. 162.	- - company empowered to reduce and raise the rates or tolls authorized by the Act; sec. 180.	sec. 145.	sec. 158.	sec. 132.
Restrictions on the Use of Locomotive Engines.	- - - - - -	- - -	- - -	- - -	- - -

- - - - - TONNAGE RATES AND TOLLS—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 166.	sec. 128.	sec. 207.	sec. 134.	sec. 179.	- - company empowered to provide and charge for locomotive and other propelling power not exceeding 1½ *d.* per ton per mile; sec. 227.	- - company to charge for locomotive and other power, in addition to the several other rates and tolls sanctioned by the Act; sec. 139.	sec. 197.
sec. 170.	sec. 132.	sec. 211.	sec. 139.	sec. 181.	sec. 231.	sec. 143.	sec. 201.
- - power to charge for six miles, passengers or goods carried a less distance, with a reasonable charge for unloading; sec. 172.	sec. 134.	sec. 213.	sec. 141.	sec. 180.	sec. 234.	- - -	sec. 204.
- - nature of the goods to be marked outside each package; sec. 168.	sec. 130.	sec. 209.	sec. 137.	sec. 184.	sec. 229.	sec. 141.	sec. 199.
- - company authorized to fix the prices of small parcels under 500 lbs. weight; sec. 171.	- - company authorized to fix the prices of parcels under 100 lbs. weight; sec. 133.	- - company authorized to fix the prices of parcels under 500 lbs. weight; sec. 212.	sec. 140.	- - company authorized to fix the price of small parcels not exceeding 100 lbs. weight; sec. 182.	- - company authorized to fix the price of small parcels not exceeding 500 lbs. weight; sec. 233.	-- company authorized to fix the price of small parcels not exceeding 100 lbs. weight; sec. 144.	sec. 203.
sec. 169.	sec. 131.	sec. 210.	sec. 138.	sec. 178.	sec. 230.	sec. 142.	sec. 200.
sec. 169.	sec. 131.	sec. 210.	sec. 138.	- - -	sec. 230.	sec. 142.	sec. 200.
sec. 174.	sec. 136.	sec. 215.	sec. 143.	sec. 185.	sec. 237.	sec. 145.	sec. 206.
- - -	- - -	- - -	- - -	- - -	- - -	- - to be previously approved of by an inspector appointed by the Commissioners of Woods, &c.; sec. 164.	—

XVI.——Tonnage Rates and Tolls—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Rates to be charged equally	- - Rates to be charged equally throughout the whole line of railway; any variation of tonnage, rates and tolls shall apply equally; sec. 163.	- - sec. 181; 7 Will. 4. & 1 Vict. c. lxiv. sec. 20.	- - -	- - -	sec. 134.
Company to keep separate Accounts of certain Tonnage Rates.	- - In all cases in which the company carry for their own profit, a separate account shall be duly kept, and the overseers of the poor of the several parishes through which the railway passes shall have free access to inspect the same; sec. 164. Repealed and re-enacted, with additional penalties for non-observance; 1 & 2 Vict. c. lix. sec. 19, 20.	sec. 216.	- - 7 Will. IV. and 1 Vict. c. i. sec. 7.	- - sec. 157; re-enacted, with additional penalties; 7 Will. IV. and 1 Vict. c. lxxi. sec. 82.	sec. 170.
Carriage of Goods and Passengers on other Railways.	- - Company empowered to use locomotive and other engines in the carriage of goods and passengers on any other railway, and to make charges; 4 & 5 Will. IV. sec. lv. sec. 19.	—	—	—	—
Contracts with other Railway Companies.	- - To avoid the necessity of a change of carriages, and other delays, company empowered to contract with other railways for the conveyance of goods and passengers; 4 & 5 Will. IV. c. lv. sec. 20.	- - -	- - -	- - -	sec. 135.
Wharfage and Warehouse Room; Rates of Wharfage.	- - - - - - -	- - -	- - -	- - for three hours, and not exceeding twenty-hours, 1 *d.* per ton; beyond twenty-four hours, 3 *d.* per ton for wharfage, and 1 *s.* per ton for warehouse room for next week, and 1 *s.* per ton warehousing every subsequent week; 7 Will. IV. and 1 Vict. c. lxxi. sec. 80.	- - company not to become warehousemen, nor to warehouse goods longer than eight days; 6 & 7 Will. IV. c. cxxi. sec. 23.
Neglecting to remove Goods -	- - - - - - -	- - -	- - -	- - owners neglecting or refusing to remove goods after notice, subject to a penalty; 7 Will. IV. and 1 Vict. c. lxxi. sec. 81.	- - -
Recovery of Rates and Tolls	- - The goods may be seized, together with the carriage laden therewith, and sold if not redeemed in 21 days; sec. 169. If rates amount to more than 20 *l.* may be recovered by action; sec. 169.	sec. 186. - - if rates amount to more than 10 *l.* (or 20 *l.*) may be recovered by action; sec. 186.	- - may be sold if not redeemed within five days; s. 153. - - if rates above 20 *l.*, may be recovered by action; sec. 153.	sec. 166. - - if rates above 10 *l.*, may be recovered by action: sec. 166.	- - if not redeemed within 21 days; sec. 140. - - if rates amount to more than 20 *l.* may be recovered by action; sec. 140.
Disputes about the Amount of Rates.	- - In case of disputes, a justice may determine; sec. 170.	sec. 190.	sec. 154.	sec. 167.	sec. 144.

Tonnage Rates and Tolls—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London). 6 & 7 Will. IV. c. xxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 175.	sec. 137.	- - -	sec. 144.	- - sec. 186; 1 & 2 Vict. c. lxxxi. sec. 53.	sec. 238.	sec. 146.	sec. 207.
sec. 214.	- - sec. 189; 7 Will. IV. and 1 Vict. c. xciii. sec. 38.	sec. 266.	- - sec. 136; repealed and re-enacted; 7 Will. IV. and 1 Vict. c. cii. sec. 47, 48.	- - sec. 209; 1 & 2 Vict. c. lxxxi. sec. 54.	sec. 236.	sec. 188.	sec. 257.
—	—	—	—	—	—	—	—
- - 6 & 7 Will. IV. c. xxxviii. sec. 18.	sec. 138.	sec. 216.	- - -	sec. 208.	- - 7 Will. IV. and 1 Vict. c. xxiv. sec. 75.	sec. 147.	sec. 23.
- - for three hours, and not exceeding twenty-four hours, 1 *d.* per ton; beyond twenty-four hours 3 *d.* per ton for wharfage, and 1 *s.* per ton for warehouse room for next week, and 1 *s.* per ton for warehousing every subsequent week; 7 Will. IV. and 1 Vict. c. xcii. sec. 44.	- - -	- - -	- - -	- - 1 *d.* per ton for three hours, and not exceeding twenty-four hours; and beyond twenty-four hours 3 *d.* per ton for wharfage, and 1 *s.* per ton for warehousing for the next week; and 1 *s.* per ton for every subsequent week; sec. 204.	- - -	sec. 137.	- - company not to become warehousemen, nor to warehouse goods longer than six days; sec. 76.
- - 7 Will. IV. and 1 Vict. c. xcii. sec. 45.	- - -	- - -	- - -	- - owners neglecting or refusing to remove goods after notice, subject to a penalty; sec. 205.	- - -	sec. 138.	—
sec. 181.	sec. 143.	sec. 221.	sec. 150.	sec. 191.	sec. 243.	sec. 152.	sec. 212.
sec. 181.	sec. 143.	- - if rates amount to more than 10*l.*, may be recovered by action; sec. 221.	- - if more than 20*l.*, to be recovered by action; sec. 150.	sec. 191.	- - if more than 10*l.*, to be recovered by action; sec. 243.	- - if more than 20*l.*, to be recovered by action; sec. 152.	- - if more than 10*l.*, to be recovered by action; sec. 212.
sec. 185.	- - two justices of the peace may determine; sec. 147.	- - one justice of the peace may determine; sec. 225.	sec. 154.	sec. 195.	sec. 249.	sec. 156.	sec. 218.

(*continued.*)

XVI.——Tonnage Rates and Tolls—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Leasing of Rates and Tolls	- - Company authorized to lease rates and tolls for any term not exceeding seven years; 4 & 5 Will. 4, c. lv. sec. 21.	- - company may lease rates and tolls for any term not exceeding three years, on giving 30 days' notice by advertisement, previous to the meeting at which it is proposed to let the same; sec. 191.	- - company empowered to lease rates, tolls, &c., for any term not exceeding three years, on giving 14 days' notice by advertisement, prior to the general meeting at which it is proposed to let the same; sec. 147.	- - company may lease or farm tolls for any term not exceeding seven years, on giving 30 days' notice by advertisement, prior to any meeting held for that purpose; sec. 168.	- - company empowered to lease the rates or tolls for seven years, upon giving 14 days' notice, by advertisement, of meeting to be held for that purpose; sec. 145.
Approval of	- - - - - - -	- - letting of tolls to be approved of at general meeting; 5 & 6 Will. 4, c. lvi. sec. 114.	—	—	—
Power of Re-entry	- - One justice of the peace to give possession, if rents unpaid seven days after due, and seven days after demand in writing; and the company may determine the lease or contract; 4 & 5 Will. IV. c. lvi. sec. 22.	- - if parties renting or farming rates or tolls shall not pay seven days after rent due, two justices may give possession of toll-houses, &c., and company may determine the lease or contract; sec. 192.	- - any justice of the peace to give possession, if rent not paid four days after due, and within four days after demand thereof in writing, and the directors may determine the lease or contract; sec. 148.	- - two or more justices of the peace may give possession, if rent not paid 10 days after due, and five after demand in writing, and the company may determine the lease or contract; sec. 170.	- - two or more justices may give possession, in case terms and conditions not complied with seven days after due, and seven after demand; with power to company to determine the lease or contract; sec. 146.
Owners or Lessees of Mines	- - - - - - -	- - -	- - -	- - power to lease to owners or lessees of mines the tolls payable on produce of such mines; sec. 169.	—
Publication of Rates and Tolls	- - A list of rates and tolls to be affixed on boards upon every toll-house or building at which tolls received; sec. 165.	sec. 182.	sec. 149.	sec. 159.	sec. 136.
	No tolls to be demanded or taken, unless whilst boards remain; sec. 166.	- - no tolls to be taken unless whilst boards and milestones remain; sec. 183.	- - tolls only payable whilst boards remain; sec. 150.	- - tolls only payable whilst boards and distance-stones remain; sec. 160.	sec. 137.
	Collectors to have their names placed, in legible characters, on some conspicuous part of the toll-house; penalty for misbehaviour, or using abusive language; sec. 168.	sec. 185.	sec. 152.	sec. 171.	sec. 139.
How lading to be ascertained	- - Owners of carriages to give an account of lading, signed; sec. 171.	- - owners of carriages to give a true and exact account in writing; sec. 187.	sec. 146.	- - -	sec. 141.
	Penalty for neglecting or refusing, or giving false account; sec. 171.	sec. 187.	sec. 146.	sec. 164.	sec. 141.
Weight and Measurement defined.	sec. 172.	sec. 188.	- - -	sec. 163.	sec. 142.
	In case of dispute, collector may weigh or measure carriage; sec. 173.	sec. 189.	- - -	sec. 165.	sec. 143.
	Party in error to pay the cost of weighing, and make good any damage occasioned thereby; sec. 173.	sec. 189.	- - -	sec. 165.	sec. 143.
Weights	- - Not to exceed 8 tons, including the weight of the carriage, without special permission of company; sec. 189.	sec. 193.	- - -	sec. 162.	sec. 147.

TONNAGE RATES AND TOLLS—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 186.	sec. 148.	- - company empowered to lease tolls for three years on giving 30 days' notice prior to holding the meeting at which the said letting will take place; sec. 226.	- - company empowered to lease the rates or tolls for three years; sec. 155.	- - company empowered to lease the rates and tolls for seven years, upon giving 14 days' notice prior to the meeting held for that purpose; sec. 206.	sec. 244.	sec. 157.	sec. 213.
—	—	—	—	—	—	—	—
sec. 187.	sec. 149.	sec. 227.	sec. 156.	- - two or more justices may give possession, in case rent is in arrear 10 days after due, and seven after demand, in writing; with power to the directors to determine the lease or contract; sec. 207.	- - two or more justices may give possession in case of non-performance of conditions of lease of rates and tolls, seven days after due and seven after demand in writing; sec. 245.	sec. 158.	sec. 214.
—	—	—	—	—	—	—	—
sec. 177.	sec. 139.	sec. 217.	sec. 146.	sec. 187.	sec. 239.	sec. 148.	sec. 208.
sec. 178.	sec. 140.	sec. 218.	sec. 147.	sec. 187.	sec. 240.	- - tolls only payable whilst boards remain; sec. 149.	- - no tolls to be demanded, unless whilst boards and milestones remain; sec. 209.
sec. 180.	sec. 142.	sec. 220.	sec. 149.	sec. 190.	sec. 242.	sec. 151.	sec. 211.
sec. 182.	sec. 144.	sec. 222.	sec. 151.	sec. 192.	sec. 246.	sec. 153.	sec. 215.
sec. 182.	sec. 144.	sec. 222.	sec. 151.	sec. 192.	sec. 246.	sec. 153.	sec. 215
sec. 183.	sec. 145.	sec. 223.	sec. 152.	sec. 193.	sec. 247.	sec. 154.	sec. 216.
sec. 184.	sec. 146.	sec. 224.	sec. 153.	sec. 194.	sec. 248.	sec. 155.	sec. 217.
sec. 184.	sec. 146.	sec. 224.	sec. 153.	sec. 194.	sec. 248.	sec. 155.	sec. 217.
sec. 188.	sec. 150.	sec. 228.	sec. 157.	sec. 203.	sec. 254.	sec. 159.	sec. 222.

XVII.——LEGAL PROCEEDINGS.

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Forest of Dean. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
SUBSCRIPTIONS	-- Company may sue at law or equity for sums subscribed; sec. 78.	sec. 48.	sec. 59.	- - -	sec. 100.
SEIZURE OF OFFENDERS	-- Officers of company may seize offenders without warrant; sec. 189.	sec. 139.	sec. 162.	sec. 89.	- - -
FORM OF CONVICTION	sec. 190.	sec. 140.	sec. 163.	sec. 90.	sec. 96.
WITNESSES	-- Penalty for not attending or refusing to give evidence when summoned by justice; sec. 182.	- - -	sec. 155.	- - -	- - -
JURORS AND WITNESSES IN COMPENSATION CLAIMS.	sec. 51.	- - -	sec. 32.	sec. 8.	sec. 12.
RELEASES	-- Clerk of the company may grant releases on behalf of the company; sec. 183.	- - -	sec. 156.	- - -	- - -
NOTICES:					
BY THE COMPANY	-- To be signed by their clerk; sec. 176.	- - -	sec. 151.	- - -	- - -
ON THE COMPANY	-- To be served upon two directors, clerk, treasurer or other agent; sec. 175.	-- on one director, clerk, agent, or left at office of company; sec. 131.	-- on one director, clerk, treasurer or other agent, or left at office of company; sec. 150.	-- on one director, clerk or other agent, or left at office of company; sec. 83.	sec. 92.
EVIDENCE:					
ORDERS AND PROCEEDINGS	-- Of company and directors to be entered in a book, and to be evidence; sec. 109.	sec. 73. 81.	sec. 89.	- - -	- - -
BYE-LAWS	-- Authenticated by common seal of company to be evidence; sec. 192.	- - -	- - -	- - -	- - -
WANT OF FORM	-- No proceedings to be quashed for want of form or removed by certiorari, &c.; sec. 193.	sec. 142.	sec. 165.	sec. 92.	-- proceedings not to be vacated or removed by suspension or advocation; sec. 95.
LIMITATION OF ACTIONS	-- Three months after damage done; sec. 194.	sec. 143.	sec. 166.	-- six months; sec. 93.	-- three months; sec. 98.
APPEALS	-- Parties aggrieved by bye-laws or orders of justices of the peace may appeal to quarter sessions; 14 days' notice and recognizances; sec. 191.	sec. 141.	sec. 164.	sec. 91.	sec. 97.
FROM CONVICTIONS FOR ENGINES NOT CONSUMING THEIR SMOKE.	sec. 21.	—	—	—	—

See, also, COMPENSATION CLAIMS, PENALTIES, SHARES, TONNAGE RATES and TOLLS.

- - - - - LEGAL PROCEEDINGS.

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
sec. 57.	sec. 41.	sec. 91.	sec. 47.	sec. 99.	sec. 51.	- - -	sec. 102.
sec. 131.	sec. 107.	- - -	sec. 130.	- - -	sec. 165.	- - -	sec. 107.
sec. 132.	sec. 108.	sec. 87.	sec. 131.	sec. 95.	- - -	- - -	sec. 108.
sec. 36.	- - -	- - -	- - -	- - -	sec. 158.	- - -	sec. 110.
- - -	sec. 18.	sec. 14.	sec. 21.	sec. 12.	sec. 25.	- - -	sec. 16.
- - -	- - -	- - -	- - -	- - -	sec. 159.	- - -	- - 10 Geo. IV. c. cvi. sec. 31.
- - -	- - -	- - -	- - -	- - -	sec. 155.	—	—
- - on one member of committee, clerk or agent, at place of abode; sec. 124.	- - on one member of committee, clerk or agent, or left at office of company or place of abode; sec. 99.	sec. 83.	sec. 122.	- - on any member of company, clerk or agent; sec. 91.	- - on two directors, clerk or other agent or officer, to be left at office of company; sec. 154.	- - -	- - one member of committee, clerk, agent or officer of company, at place of abode; sec. 114.
- - -	- - -	- - -	sec. 64, 65.	- - -	sec. 84.	—	—
- - -	- - -	- - -	- - -	- - -	sec. 168.	—	—
sec. 130.	- - proceedings not to be quashed for want of form, or removed by certiorari; sec. 109.	- - proceedings not to be deemed unlawful for want of form; sec. 85, 86.	- - proceedings not to be vacated or removed by suspension or advocation; sec. 133.	sec. 94.	- - proceedings not to be quashed for want of form, or removed by certiorari; sec. 169.	- - -	sec. 112.
sec. 134.	- - three months; or in case of continuation of damages, four months; sec. 110.	- - three months; sec. 89.	- - 14 days' notice; no recognizances; sec. 133. Three months; sec. 134.	sec. 97.	sec. 170.	- - -	- - four months; sec. 113.
sec. 133.	sec. 109.	sec. 88.	sec. 132.	sec. 96.	sec. 167.	- - -	- - sec. 111 repealed and other provisions, 2 & 3 Will. IV. c. xxv. sec. 14, 15.
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(*continued.*)

XVII.——Legal Proceedings—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Subscriptions	- - Company may sue at law or equity for sums subscribed; sec. 108.	sec. 161.	sec. 96.	sec. 117.	sec. 113.
Seizure of Offenders	- - Officers of company may seize offenders without warrant; sec. 208.	sec. 211.	sec. 186.	sec. 189.	sec. 165.
Form of Conviction	sec. 209.	sec. 212.	sec. 187.	sec. 197.	sec. 166.
Want of Form	- - Distress not to be unlawful for want of form; sec. 210.	sec. 223.	sec. 188.	sec. 198.	sec. 177.
Witnesses	- - Penalty for not attending, or refusing to give evidence when summoned by justices; sec. 202.	sec. 225.	sec. 180.	sec. 195.	sec. 169.
Competency	- - Servants and shareholders competent to give evidence; 4 & 5 Will. IV. c. ix. sec. 12.	- - mortgagee, lessee and secretary may be witnesses; 5 & 6 Will. IV. c. lvi. sec. 129.	- - -	- - -	- - -
Jurors and Witnesses in Compensation Claims	sec. 80.	sec. 27.	sec. 54.	sec. 42.	sec. 39.
Releases	- - Clerk of the company may grant releases on behalf of the company; sec. 203.	- - two directors may grant release on behalf of company; sec. 221.	- - clerk of the company may grant releases on behalf of company; sec. 181.	- - three or more of the directors may effect release on behalf of the company; sec. 201.	- - two or more directors may grant releases on behalf of company; sec. 175.
NOTICES:					
By the Company	- - To be signed by the clerk; sec. 198.	- - to be signed by the secretary or clerk; sec. 219.	- - to be signed by one director or clerk; sec. 176.	- - to be signed by the secretary; sec. 205.	- - to be signed by one director, secretary or clerk; sec. 173.
On the Company	- - To be served on the clerk, and in his absence, on any of the directors or agents of company; sec. 197; 1 & 2 Vict. c. lix. sec. 12.	sec. 218.	sec. 175.	- - to be served on the secretary, and in his absence on any other officer or agent of the company; sec. 204.	- - to be served on the secretary, agent, or any one director of the company; sec. 172.

LEGAL PROCEEDINGS—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxx iii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 151.	sec. 113.	sec. 180.	sec. 119.	- - -	sec. 175.	sec. 123.	sec. 144.
sec. 208.	sec. 184.	sec. 249.	sec. 176.	sec. 238.	sec. 271.	sec. 182.	sec. 239.
sec. 209.	sec. 185.	sec. 250.	sec. 177.	sec. 240.	sec. 272.	sec. 183.	sec. 240.
sec. 221.	sec. 196.	sec. 260.	sec. 187.	sec. 239.	sec. 273.	sec. 195.	sec. 241.
sec. 212.	sec. 188.	sec. 253.	sec. 180.	sec. 230.	sec. 278.	sec. 187.	sec. 246.
- - mortgagees, lessees and officers may be witnesses; sec. 213.	- - -	- - -	- - -	- - -	- - officers and servants of company competent to give evidence; sec. 279.	- - -	- - officers and servants of company competent to give evidence; sec. 247.
sec. 27.	sec. 27.	sec. 58.	sec. 27.	sec. 32.	sec. 141.	sec. 25.	sec. 100
sec. 219.	sec. 194.	sec. 258.	- - clerk of the company may grant releases on behalf of company; sec. 185.	- - two or more of the directors may grant releases on behalf of company; sec. 233.	sec. 280.	sec. 193.	sec. 248.
sec. 217.	sec. 192.	sec. 256.	- - to be signed by the clerk or treasurer; sec. 183.	- - to be signed by one director, treasurer, clerk or secretary; sec. 229.	- - to be signed by one director, secretary or clerk; sec 283.	sec. 191.	sec. 251.
sec. 216.	sec. 191.	- - to be served on the secretary, clerk, agent, or any two directors; sec. 255.	- - to be served on the treasurer or clerk, and in their absence upon any agent or director; sec. 182.	- - to be served on the clerk, secretary or any one director of company; sec. 228; repealed and re-enacted, 1 & 2 Vict. c. lxxxi. sec. 59.	- - to be served on secretary or clerk, and in their absence on any agent, or one director; sec. 282.	sec. 190.	sec. 250.

(*continued.*)

XVII.——Legal Proceedings—*continued.* - - - - -

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Orders and Proceedings - -	- - Of company and directors to be entered in a book, and to be evidence; sec. 137.	sec. 147.	sec. 122.	sec. 110. 116.	sec. 99.
Bye-laws - - - - -	- - Authenticated by common seal of company, to be evidence; sec. 212.	sec. 222.	sec. 190.	sec. 196.	sec. 176.
Want of Form - - - -	- - No proceedings to be quashed for want of form, or removed by certiorari, &c.; sec. 113.	sec. 224.	sec. 191.	sec. 200.	sec. 178.
Limitation of Actions - -	- - Three months after damage done; sec. 214.	- - six months after damage done; sec. 225.	sec. 192.	- - within three months after damage done; sec. 202.	- - within six months after act committed; sec. 179 repealed; 1 & 2 Vict. c. xx. sec. 44.
Appeals - - - - - -	- - Parties aggrieved by bye-laws or orders of justices of the peace may appeal to quarter sessions; fourteen days' notice, and recognizances; sec. 211.	sec. 217.	- - parties aggrieved may appeal by giving ten days' notice; sec. 189.	sec. 199.	sec. 171.
Oaths - - - - - -	- - Justices empowered to administer; sec. 216.	sec. 214.	sec. 194.	sec. 194.	sec. 168.
Tender of Amends - - -	- - Plaintiff not to recover after tender of sufficient amends; sec. 215.	sec. 226.	sec. 193.	sec. 203.	sec. 180.
Proof of Debts - - -	- - Clerk or treasurer empowered to prove claims of company, in case of bankruptcy, &c.; 4 & 5 Will. 4, c. lv. sec. 37.	- - any person appointed under signature of three directors empowered to prove; sec. 220.	- - -	sec. 207.	- - secretary, clerk or treasurer empowered to prove; sec. 174.
Indictments, Informations, &c.	- - - - - - -	- - -	- - -	- - -	- - -
Oaths - - - - - -	- - - - - - -	- - -	- - -	- - -	- - -
Double Costs - - - -	- - - - - - -	- - -	- - -	- - -	- - -

- - - - - - - LEGAL PROCEEDINGS—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 137.	sec. 99.	sec. 166.	sec. 103.	sec. 149.	sec. 218.	sec. 108.	sec. 187.
sec. 220.	sec. 195.	sec. 259.	sec. 186.	sec. 226.	sec. 281.	sec. 194.	sec. 249.
sec. 222.	sec. 197.	sec. 261.	sec. 188.	sec. 243.; repealed, 1 & 2 Vict. c. lxxxi. sec. 41.	- - -	sec. 196.	sec. 242.
sec. 223.	sec. 198.	sec. 262.	sec. 189.	sec. 244.	sec. 285.	sec. 197.	sec. 253.
sec. 215.	sec. 190.	sec. 254.	sec. 181.	sec. 242.	sec. 274.	sec. 189.	sec. 243.
sec. 211.	sec. 187.	sec. 252.	sec. 179.	sec. 231.	sec. 276.	sec. 185.	sec. 245.
sec. 224.	sec. 199.	sec. 263.	sec. 190.	sec. 245.	sec. 286.	sec. 198.	sec. 254.
sec. 218.	sec. 193.	- - any person appointed under signature of three directors empowered to prove ; sec. 257.	- - clerk or treasurer empowered to prove claims of company; sec. 184.	- - clerk, secretary or treasurer empowered to prove claims of company; sec. 227.	- - clerk, secretary or any other person authorized by company empowered to prove claims ; sec. 284.	- - secretary, clerk or treasurer empowered to prove claims of company ; sec. 192.	- - any person authorized under signature of three directors empowered to prove; sec. 252.
- - how to be preferred and instituted ; sec. 202.	sec. 178.	sec. 244.	sec. 170.	sec. 210.	sec. 266.	sec. 176.	sec. 234.
- - -	- - -	- - -	- - -	- - providing form of declaration in lieu of oath or affirmation; sec. 232.	sec. 277.	sec. 186.	—
- - -	- - -	- - -	- - where verdict given against company, double costs may be recovered; sec. 191.	—	—	—	—

XVIII.——PENALTIES. - - - - - - -

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Dean Forest. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
FRAUDULENT TRANSFER OF SHARES	- - 50*l.* for each share to the use of company; sec. 80.	—	—	—	—
JURIES; DEFAULT OF SHERIFF, JURORS, &c.	- - Sheriff, 50*l.*; jurors and witnesses, 10*l.*; sec. 50.	- - -	- - -	sec. 8.	- - sheriff, 20*l.*; jurors and witnesses, 10*l.*; sec. 11.
OFFICERS OF COMPANY:					
REFUSING TO GIVE UP BOOKS, RECEIPTS, &c.	- - Justice may commit to house of correction, sec. 108.	sec. 72.	sec. 88.	- - -	sec. 47.
CLERK REFUSING INSPECTION OF BOOK CONTAINING RESIDENCES OF PROPRIETORS.	- - 5*l.* for benefit of the undertaking; sec. 111.	sec. 111.	sec. 74.	—	—
TREASURER AND CLERK -	- - For acting as clerk and treasurer, or for treasurer holding office, 100*l.* to any one who may sue; sec. 92.	sec. 68.	sec. 73.	sec. 35.	sec. 40.
TOLL COLLECTORS - -	- - Demanding more than authorized rates and tolls, 5*l.*; sec. 142.	10*l.*; sec. 95.	- - -	5*l.*; sec. 64.	- - for refusing ticket denoting payment, 5*l.*; sec. 59.
MISCONDUCT - - -	10*l.*; sec. 145 - - - -	- - -	5*l.*; sec. 115.	sec. 64.	sec. 59.
CARRYING NETS AND GUNS FOR DESTROYING GAME.	- - - - - -	- - -	- - -	- - -	- - -
DAMAGING FENCES - -	- - - - - - -	- - -	- - -	- - -	- - -
REGULATIONS ON RAILWAY:					
STATIONARY ENGINES - -	- - - - - - -	- - -	- - for not consuming smoke 5*l.* per day, sec. 6.	—	—
LOCOMOTIVE ENGINES - -	- - Not consuming smoke, 20*l.* and not less than 5*l.*; no part to the informer; justice of the peace to direct application; sec. 19, 20. Appeal to quarter sessions; sec. 21.	- - -	- - -	- - -	- - -
DEFACING BOARDS OF TOLLS, &c.	5*l.*; sec. 144 - - - -	sec. 105.	sec. 113.	- - -	sec. 36.
REFUSING TO GIVE ACCOUNT, OR GIVING FALSE ACCOUNT OF LADING.	- - 40*s.* for every ton, on conviction before any justice of the peace; sec. 149.	- - 10*s.* for every ton; sec. 96.	- - 40*s.* per ton; sec. 119.	- - 10*s.* per ton; sec. 70.	sec. 64.
EVASION OF RATES - -	- - - - - - -	- - -	- - -	- - -	- - 5*l.* to company over and above rates, sec. 54.
NOT HAVING PLACES OF ABODE OF OWNERS ON WAGGONS.	5*l.* and not less than 40*s.*; sec. 152.	5*l.*; sec. 108.	- - 5*l.* and not less than 40*s.*; sec. 122.	5*l.*; sec. 73.	sec. 69.
OBSTRUCTIONS:					
OBSTRUCTING PASSAGE OF WAGGONS, &c.	5*l.* and not less than 40*s.*; sec. 155.	- - -	sec. 125.	10*l.*; sec. 76.	5*l.*; sec. 74.
THROWING RUBBISH, &c. -	10*l.* and not less than 5*l.*; sec. 156.	10*l.*; sec. 111.	- - 10*l.* and not less than 5*l.*; sec. 126.	10*l.*; sec. 76.	5*l.*; sec. 74.
LETTING WAGGONS REMAIN ON RAILWAY.	- - 5*l.* to the company for each hour after request made to remove same; sec. 159.	- - 20*s.* for every hour; sec. 113.	- - 5*l.* to company for each hour; sec. 129.	- - 20*s.* for every hour; sec. 78.	- - 40*s.* for every hour; sec. 73.
PASSAGE ON RAILWAY:					
NOT OBSERVING REGULATIONS OF COMPANY, CONFIRMED BY TWO JUSTICES.	40*s.* to the company; sec. 158 -	- - -	sec. 128.	- - -	- - -
USING CARRIAGES IMPROPERLY CONSTRUCTED.	- - 10*l.* and not less than 5*l.* to the company; sec. 167.	- - 10*l.* to the company; sec. 124.	- - 10*l.* and not less than 5*l.* to the company; sec. 35.	- - 10*l.* to the company; sec. 44.	- - 10*s.* to company; sec. 67.

PENALTIES.

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
—	—	—	—	—	—	—	—
- - -	- - 50 *l.* on sheriff, and 10 *l.* on jury and witnesses; sec. 18.	- - -	sec. 21.	- - 20 *l.* sheriff; jurors and witnesses, 5 *l.*; sec. 12.	- - sheriff, 50 *l.*; jurors and witnesses, 10 *l.*; sec. 25.	- - -	sec. 16.
sec. 79.	sec. 53.	sec. 52.	sec. 63.	sec. 47.	sec. 79.	sec. 18.	sec. 46.
—	—	—	—	—	—	—	—
sec. 71.	sec. 52.	sec. 45.	sec. 62.	sec. 40.	sec. 67.	sec. 19.	sec. 45.
- - 10 *l.* for demanding more than authorized toll; sec. 89.	40 *s.*; sec. 70.	5 *l.*; sec. 63.	- - -	- - -	5 *l.*; sec. 115.	- - -	5 *l.*; sec. 61.
sec. 89.	40 *s.*; sec. 70.	5 *l.*; sec. 63.	40 *s.*; sec. 92.	5 *l.*; sec. 58.	10 *l.*; sec. 118.	5 *l.*; sec. 20.	—
- - -	- - -	- - -	- - -	- - -	- - -	- - -	5 *l.*; sec. 95.
- - -	- - -	- - -	- - -	- - -	- - -	- - -	- - 5 *l.* or three months' imprisonment; sec. 99.
—	—	—	—	—	—	—	—
- - 50 *l.* recoverable by action; sec. 31.	—	—	—	—	—	—	—
sec. 67.	- - -	sec. 41.	- - -	sec. 36.	sec. 117.	—	—
sec. 97.	- - 20 *s.* per ton; sec. 77.	- - -	- - 10 *s.* per ton; sec. 98.	sec. 63.	- - 40 *s.* every ton; sec. 123.	—	—
- - -	- - -	sec. 59.	sec. 94.	sec. 54.	—	—	—
sec. 105.	40 *s.*; sec. 78.	- - -	5 *l.*; sec. 101.	sec. 68.	- - 5 *l.* and not less than 40 *s.*; sec. 226.	- - -	5 *l.*; sec. 91.
sec. 108.	sec. 80.	- - -	10 *l.*; sec. 104.	40 *s.*; sec. 72.	- - 5 *l.* and not less than 40 *s.*; sec. 129.	—	—
sec. 108.	sec. 80.	- - -	- - -	- - 40 *s.*; sec. 72. 10 *l.* and not less than 5 *l.*, 1 & 2 Vict. c. lx. sec. 21.	- - 10 *l.* and not less than 5 *l.*; sec. 130.	- - -	5 *l.*; sec. 92.
sec. 107.	- - -	- - -	- - 10 *s.* for every hour; sec. 106.	- - 40 *s.* every hour; sec. 71.	- - 5 *l.* for every hour; sec. 133.	- - -	- - 5 *s.* for every hour; sec. 92.
sec. 82.	- - -	- - -	- - -	- - -	sec. 132.	—	—
sec. 104.	- - 40 *s.* to company; sec. 87.	- - -	10 *l.*; sec. 114.	- - 5 *l.* to the company; sec. 66.	- - 10 *l.* and not less than 5 *l.* to the company; sec. 139.	- - -	- - 5 *l.* to the company; sec. 89.

(*continued.*)

XVIII.——Penalties—*continued.*

	1. Liverpool and Manchester. 7 Geo. IV. c. xlix.	2. Manchester and Oldham. 7 Geo. IV. c. xcix.	3. Heckbridge and Wentbridge. 7 Geo. IV. c. xlvi.	4. Dean Forest. 7 Geo. IV. c. xlvii.	5. Ballochney. 7 Geo. IV. c. xlviii.
Neglecting to shut Gates across Railway.	- - 40 *s.*; half to informer, half to poor of parish; sec. 190. 5 *s.*; 1 Gul. IV. c. li. s. 18.	sec. 127.	sec. 138.	sec. 81.	- - 5*l.*, half to informer and half to the poor; sec. 81.
Driving Horses or Cattle on Railway.	- - 40 *s.* and not less than 20 *s.* to the company; sec. 166.	- - -	sec. 134.	- - 5 *l.* to the company; sec. 80.	- - 40 *s.* to company; sec. 72.
Using Railway as Footpath	- - 40 *s.* to the company, 9 Geo. IV. c. vii. sec. 9.	- - -	- - -	- - -	- - -
Destroying Works - - -	- - Felony; seven years' transportation, or petit larceny; sec. 157.	sec. 112.	sec. 127.	sec. 77.	- - 10*l.* beyond the amount of damage; sec. 75.
Recovery of Penalties (where not otherwise provided).	- - Summarily by two justices; if not paid, to be levied by distress; sec. 184.	sec. 137.	sec. 157.	sec. 85.	- - by distress under warrant of justice; if no effects, three months' imprisonment; sec. 93.
Justices may proceed by Summons.	sec. 187.	sec. 136.	sec. 159.	sec. 87.	- - -
Application of Penalties (where not otherwise provided).	- - Half to informer and half to company; or if incurred by company, half to informer and half to poor of parish; sec. 184. 1 Will. IV. c. li. sec. 32.	sec. 137.	sec. 160.	sec. 86.	- - -
Damages and Charges in addition to Penalties.	- - To be settled by two justices, and levied by distress; sec. 186.	sec. 135.	- - by justice or justices; sec. 148.	sec. 84.	- - -
Dangerous Goods - - -	- - - - - - -	- - -	- - -	- - -	- - -
Drunkenness - - - -	- - - - - - -	- - -	- - -	- - -	- - -
Publication of Penalties -	- - - - - - -	- - -	- - -	- - -	- - -
Persons aggrieved by Distress -	May recover damages; sec. 188 -	sec. 138.	sec. 161.	sec. 88.	sec. 94.
Wharfinger giving Preference or showing partiality - -	- - - - - - -	- - -	- - 40 *s.* to informer; sec. 147.	- - -	5 *l.*; sec. 84.
Witnesses, Attendance of -	- - - - - - -	- - -	- - 5*l.* for refusing to attend or to be examined on oath; sec. 155.	10 *l.*; sec. 8.	sec. 11.
Claiming Exemption from Toll unlawfully.	- - - - - - -	- - -	- - -	- - 40 *s.* to the company; sec. 66.	- - -
Evasion of Toll at Wharfs -	- - - - - - -	- - -	- - -	- - -	5*l.*; sec. 87.
Overcharge of Parcels - -	- - - - - - -	- - -	- - -	- - -	- - -
Using Railway without Permission.	- - - - - - -	- - -	- - -	- - -	- - -

PENALTIES—*continued.*

6. Edinburgh and Dalkeith. 7 Geo. IV. c. xcviii.	7. Hereford. 7 Geo. IV. c. c.	8. Dundee and Newtyle. 7 Geo. IV. c. ci.	9. Aberdulais and Cwm Dulais. 7 Geo. IV. c. cii.	10. Garnkirk and Glasgow. 7 Geo. IV. c. ciii.	11. Limerick and Carrick. 7 Geo. IV. c. cxxxix.	12. Johnstone and Ardrossan. 7 & 8 Geo. IV. c. lxxxvii.	13. Clarence. 9 Geo. IV. c. lxi.
sec. 115.	20 *s.*; sec. 90.	5 *l.*; sec. 76.	40 *s.*; sec. 117.	-- 5 *l.*, half to informer, and half to the poor; sec. 79.	sec. 142.	- - -	-- 40 *s.*, half to informer and half to the poor; sec. 94.
sec. 103.	- - -	sec. 69.	sec. 113.	-- sec. 70; 10 *l.* 1 & 2 Vict. c. lx. sec. 19.	-- 40 *s.* and not less than 20 *s.*; sec. 138.	- - -	-- 40 *s.* to the company; sec. 100.
- - -	- - -	- - -	- - -	-- 10 *l.*, 1 & 2 Vict. c. lx. sec. 20.	- - -	- - -	-- 40 *s.* to the company, 2 & 3 Will. IV. c. 25, sec. 8.
-- 5 *l.* besides the expense of repairing damage; sec. 109.	-- felony; seven years' transportation, or petit larceny; sec. 81.	-- 10 *l.* and not less than 2 *l.* over and above the amount of damage; sec. 70.	-- felony; seven years' transportation, or petit larceny; sec. 105.	-- 40 *s.* beyond the amount of damage; sec. 73.	-- felony; 14 years' transportation, or petit larceny; sec. 131.	- - -	-- felony; seven years' transportation, or petit larceny; sec. 93.
sec. 126. 128.	-- summarily by two justices; if not paid, to be levied by distress; sec. 104.	-- by sale of goods under warrant of sheriff; where no effects, two months' imprisonment; sec. 84.	-- summarily by one justice; if not paid, to be levied by distress; sec. 128.	-- by distress under warrant of one justice; if no effects, 3 months' imprisonment, sec. 92.	sec. 142, 143.	- - -	-- summarily by one justice; and if not paid, to be levied by distress; and if no effects, six months' imsonment; sec. 103.
- - -	sec. 105.	- - -	sec. 127.	- - -	sec. 142.	- - -	sec. 105.
- - -	-- half to informer and half to the company; sec. 104.	- - -	- - -	-- on request of company may be applied to charitable purposes, 1 & 2 Vict. c. lx. sec. 17.	-- half to informer and half to company; or if incurred by company, half to informer and half to poor of parish; sec. 163.	- - -	-- half to informer and half to company; sec. 103.
sec. 127.	- - -	- - -	sec. 125.	- - -	-- by justice or justices, sec. 162.	- - -	sec. 104.
- - -	- - -	-- not marking or giving notice respecting 5 *l.* 6 & 7 Will. IV. c. cii. sec. 14.	- - -	-- not marking or giving notice respecting 10 *l.* 1 & 2 Vict. c. lx. sec. 18.	- - -	- - -	-- 10 *l.* 1 Vict. c. ciii. sec. 10.
- - -	- - -	- - -	- - -	-- 5 *l.* not less than 10 *s.* 1 & 2 Vict. c. lx. sec. 22.	—	—	—
- - -	- - -	- - -	- - -	-- to be painted on boards or printed, and hung up on toll-houses, 1 & 2 Vict. c. lx. sec. 28.	—	—	—
sec. 129.	sec. 106.	- - -	sec. 129.	- - -	sec. 164.	- - -	sec. 109.
sec. 116.	sec. 96.	sec. 78.	- - -	40 *s.*; sec. 72.	sec. 151.	- - -	sec. 89.
-- 5 *l.* for the benefit of the jury; sec. 36.	10 *l.*; sec. 18.	- - -	- - -	-- 10 *l.* 1 & 2 Vict. c. lx. sec. 25	5 *l.*; sec. 158.	- - -	sec. 110.
-- 5 *l.* to the company; sec. 93.	-- 10 *s.* to the company; sec. 73.	-- 5 *l.* to the company; sec. 59.	- - -	sec. 54.	- - -	- - -	sec. 57.
sec. 120.	- - -	- - -	- - -	- - -	- - -	- - -	sec. 57.
-- 5 *l.* for demanding more than the price fixed by the company; sec. 91.	sec. 70.	—	—	—	—	—	—
- - -	- - -	- - -	- - -	5 *l.*; sec. 65.	- - -	- - -	sec. 90.

(*continued.*)

XVIII.——Penalties—*continued.* - - - - - -

—	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
JURIES:					
Default of Sheriff, Jurors, Witness, &c.	- - Sheriff, 50*l.*; jurors and witnesses, 10*l.*; sec. 80.	sec. 28.	sec. 54.	sec. 42.	- - sheriff, 50*l.*; jurors and witnesses, 20*l.*; sec. 39.
OFFICERS OF COMPANY:					
Refusing to give up Books, Receipts, &c.	- - Justice may commit to house of correction or common gaol; sec. 136.	sec. 153.	sec. 121.	sec. 133.	sec. 105.
Book-keepers refusing to allow Members and Creditors of the Company to inspect Accounts of Company.	5*l.*; sec. 138.	20*l.*; sec. 148.	20*l.*; sec. 123.	5*l.*; sec. 132.	20*l.*; sec. 100.
Clerk refusing inspection of Book containing Residences of Proprietors.	- - 5*l.*, for the benefit of the undertaking; sec. 140.	- - -	- - 5*l.*, for the benefit of the undertaking; sec. 125.	- - 2*l.*, for the benefit of the undertaking; sec. 124.	5*l.*; sec. 111.
Treasurer and Clerk	- - For acting as clerk and treasurer, or for the treasurer holding office, 100*l.* to any one who may sue; sec. 122.	sec. 152.	sec. 120.	sec. 115.	sec. 104.
Directors holding office -	- - - - - - -	- - -	- - -	- - 50*l.* for holding any office, place or employment, or being concerned in any contract under the company; sec. 105.	—
Toll Collectors - -	- - Demanding more than authorized rates and tolls, 5*l.*; sec. 165.	sec. 182.	sec. 149.	sec. 159.	sec. 136.
Misconduct - - -	10*l.*; sec. 168.	sec. 185.	sec. 152.	5*l.*; sec. 171.	10*l.*; sec. 139.
PASSAGE ON RAILWAY:					
Not observing the Regulations of Directors or Company.	40*s.*; sec. 191.	5*l.*; sec. 194.	40*s.*; sec. 160.	10*l.*; sec. 179.	5*l.*; sec. 148.
Steam-Engines not to burn Coals.	- - - - - - -	- - -	- - 5*l.* for every time the engine is used; sec. 171.	—	—
Using Engines improperly constructed.	20*l.*; sec. 190.	20*l.*; sec. 196.	20*l.*; sec. 170.	20*l.*; sec. 174.	20*l.* sec. 150.
Using Carriages improperly constructed.	- - 10*l.* and not less than 5*l.*; sec. 188.	sec. 195.	- - 20*l.* and not less than 5*l.*; sec. 169.	- - 10*l.* and not less than 5*l.*; sec. 173.	- - 10*l.* and not less than 5*l.*; sec. 149.

PENALTIES—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern, (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern, (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties, (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial, (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 27.	sec. 27.	- - sheriff, 50 *l.*; juror and witnesses, 10 *l.*; sec. 58.	- - sheriff, 50 *l.*; jurors and witnesses, 20 *l.*; sec. 27.	sec. 32.	sec. 141.	sec. 25.	sec. 100.
sec. 163.	sec. 105.	sec. 172.	sec. 110.	sec. 146.	sec. 221.	sec. 114.	sec. 190.
sec. 138.	sec. 100.	sec. 167.	10 *l.*; sec. 104.	20 *l.*, sec. 150.	sec. 219.	sec. 89.	sec. 188.
- - -	- - -	- - -	- - 5 *l.*, for the benefit of the undertaking; sec. 117.	—	—	—	—
sec. 162.	sec. 104.	sec. 171.	sec. 109.	sec. 145.	sec. 220.	sec. 113.	sec. 189.
—	—	—	—	—	—	—	—
sec. 177.	sec. 139.	sec. 217.	sec. 146.	sec. 188.	sec. 239.	sec. 148.	sec. 208.
sec. 180.	sec. 142.	sec. 220.	sec. 149.	sec. 190.	5 *l.*; sec. 242.	10 *l.*; sec. 151.	sec. 211.
sec. 189.	sec. 151.	sec. 229.	sec. 158.	sec. 199.	sec. 255.	sec. 160.	sec. 223.
—	—	—	—	—	—	—	—
sec. 191.	sec. 153.	sec. 231.	sec. 160.	sec. 201.	sec. 257.	sec. 163.	sec. 225.
sec. 190.	sec. 152.	sec. 230.	- - 10 *l.* and not less than 40 *s.*; sec. 159.	- - 10 *l.* and not less than 5 *l.*, sec. 200.	sec. 256.	sec. 162.	sec. 224.

(*continued.*)

XVIII.——Penalties—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will IV. c. x.
Neglecting to shut Gates on Railway.	40 *s.*; sec. 184. 20 *s.*; 1 & 2 Vict. c. lix. sec. 17.	40 *s.*; sec. 68. 75.	- - -	40 *s.*; sec. 84.	40 *s.*; sec. 74. 81.
Appointment of Gatekeeper -	- - - - - - -	- - -	- - -	- - -	- - 5 *l.*; on company neglecting to appoint; sec. 74.
Riding or driving Horses or Cattle on Railway.	10 *l.*; sec. 186.	sec. 201.	20 *s.*; sec. 167.	- - 10 *l.* and not less than 5 *l.*; sec. 183.	10 *l.*; sec. 155.
Cattle straying on Railway -	- - - - - - -	- - 40 *s.* on the owner; 5 & 6 Will. IV. c. lvi. sec. 125.	- - -	- - 40 *s.* on owner; 7 Will. IV. & 1 Vict. c. lxxi. sec. 84.	- - -
Persons on foot using Railway	40 *s.*; sec. 187.	sec. 202.	sec. 168.	5 *l.*; sec. 184.	10 *l.*; sec. 157.
Neglecting to erect Screens on Turnpike Roads.	- - - - - - -	- - -	- - -	- - company to pay 25 *l.* each day screens remain unfinished after time fixed for completion; 7 Will. IV. and 1 Vict. c. lxxi. sec. 46.	- - -
Destroying Works - - -	Simple larceny; sec. 178.	sec. 205.	- - seven years transportation or mitigation as in cases of simple larceny; sec. 159.	- - larceny; sec. 181	- - simple larceny; sec 159.
REGULATIONS ON RAILWAY:					
Steam and Locomotive Engines	- - Not consuming smoke, 5 *l.*, summarily by order of two justices, half to the informer and half to the poor of the parish in which offence committed; sec. 192.	sec. 197.	- - 5 *l.*, to be applied as the Act directs; sec. 172.	- - 5 *l.*, one moiety to the informer and the other moiety to the poor of the parish; sec. 175.	sec. 151.
Defacing Boards of Tolls, &c.	5 *l.*; sec. 167.	sec. 184.	- - 5 *l.* to the company; sec. 151.	10 *l.*; sec. 161.	5 *l.*; sec. 137.
Refusing to give Account, or giving a false Account of Lading.	- - 40 *s.* per ton on conviction before a justice of the peace; sec. 171.	sec. 187.	- - 40 *s.* to the company over and above the sum attempted to be evaded; sec. 146.	- - 40 *s.* per ton to the company over and above the legal rate of toll; sec. 164.	sec. 141.
Not having Places of Abode of Owner on Carriages.	40 *s.* for each offence; sec. 174 -	sec. 198.	- - 5 *l.* for each offence; sec. 155.	40 *s.*; sec. 176.	sec. 152.
Sending Goods of a dangerous Quality without being marked.	20 *l.*; 1 & 2 Vict. c. lix. sec. 7 -	- - 20 *l.*; 5 & 6 Will. iv. c. lvi. sec. 122.	- - -	- - 20 *l.*; 7 Will. iv. & 1 Vict. c. lxxi. sec. 52.	- - -
Owners to be accountable for Damage done by their Servants.	- - 40 *s.* to the informer, besides all cost, charges and expenses of damage; sec. 175.	sec. 199.	sec. 156.	- - 5 *l.* to the informer, besides all costs, charges and expenses of damage, &c.; sec. 177.	- - 40 *s.* to the informer, &c.; sec. 153.

PENALTIES—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
- - 40*s.*; sec. 105. 117.	- - 40*s.*; sec. 72. 80.	- - 40*s.*; sec. 112. 128.	- - 40*s.*; sec. 75. 5*l.*; sec. 85.	- - 40*s.*; sec. 106. 219.	- - 40*s.*; sec. 108. 116.	- - -	- - 40*s.*; sec. 28. 81.
- - -	- - -	- - -	- - -	- - 5*l.* on the company for neglecting to appoint gate-keepers; sec. 106.	—	—	—
sec. 196.	sec. 158.	sec. 236.	sec. 164.	sec. 215.	sec. 259.	- - -	sec. 227.
- - -	- - -	- - 40*s.* on the owner; sec. 237.	- - -	- - -	- - -	- - -	sec. 228.
sec. 198.	sec. 174.	40*s.*; sec. 239.	10*l.*; sec. 166.	sec. 218.	sec. 260.	sec. 172.	sec. 229.
- - -	sec. 63.	sec. 106.	sec. 57. 7 Will. IV. and 1 Vict. c. cii. sec. 38.	sec. 103.	- - 7 Will. IV. and 1 Vict. c. xxiv. sec. 46.	- - -	sec. 26.
sec. 200.	sec. 176.	sec. 241.	sec. 168.	sec. 214.	sec. 263.	sec. 174.	sec. 232.
sec. 192.	sec. 154.	sec. 232.	- - -	sec. 202.	sec. 232.	sec. 163.	sec. 202.
sec. 179.	sec. 141.	sec. 219.	10*l.*; sec. 148.	5*l.*; sec. 189.	sec. 241.	sec. 150.	sec. 210.
sec. 182.	- - 40*s.* for each passenger, or head of cattle, or ton of goods, over and above the legal toll; sec. 144.	- - 40*s.* for every ton of goods over and above the toll to which liable; sec. 222.	sec. 151.	sec. 192.	sec. 246.	sec. 153.	sec. 215.
sec. 193.	sec. 155.	sec. 233.	sec. 161.	sec. 196.	sec. 250.	sec. 169.	sec. 219.
10*l.*; sec. 168.	sec. 180.	sec. 209.	sec. 137.	sec. 184.	sec. 229.	sec. 141.	sec. 199.
sec. 194.	sec. 156.	sec. 234.	sec. 162.	sec. 197.	sec. 251.	sec. 170.	sec. 220.

(*continued.*)

XVIII.——Penalties—*continued.*

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Regulations on Railways—*continued.*					
Owners may recover of Servants.	- - Magistrates may commit servants for three months to house of correction when unable to make good damage occasioned by neglect; sec. 176.	sec. 200.	sec. 157.	sec. 178.	sec. 154.
Smoking Tobacco or Cigars, and the commission of other Nuisances.	40 *s.*; sec. 191 - - -	5 *l.*; sec. 194.	- - -	10 *l.*; sec. 179	5 *l.*; sec. 148.
Drunkenness or Misconduct of Servants of Company.	10 *l.*; 1 & 2 Vict. c. lix. sec. 21	- - 40 *s.* and not less than 10 *s.*; 5 & 6 Will. iv. c. lvi. sec. 123.	- - -	- - 40 *s.* and not less than 10 *s.*; 7 Will. iv. & 1 Vict. c. lxxi. sec. 83.	- - -
Riding in the Coaches of Company without paying Fare.	- - 40 *s.* and costs; 1 & 2 Vict. c. lix. sec. 8.	- - -	- - -	- - -	- - -
OBSTRUCTIONS:					
Throwing Gravel, Rubbish, &c. on Railway, wilfully obstructing Persons in lawful execution of the Act, or obstructing the free Passage of the Railway.	- - 10 *l.* and not less than 20 *s.* sec. 177. Two years' imprisonment; 1 & 2 Vict. c. lix. sec. 6.	sec. 204.	- - 20 *l.* and not less than 5 *l.*; sec. 158.	- - 10 *l.* and not less than 5 *l.*; sec. 180.	sec. 158.
Leaving Carriages on Railway.	- - 40 *s.* for every hour after request made to remove same; sec. 179.	sec. 206.	- - 5 *l.* for every hour after request made to remove same; sec. 161.	- - 20 *l.* for every hour after request made to remove same; sec. 182.	- - 40 *s.* for every hour after request made to remove same; sec. 160.
Obstruction of Persons employed on the Railway.	- - - - - -	- - 5 *l.* and not less than 40 *s.*; 5 & 6 Will. iv. c. lvi. sec. 124.	- - -	- - -	- - -
Separate Accounts of certain Tonnage Rates.	- - 300 *l.* on the company neglecting to keep such accounts; 1 & 2 Vict. c. lix. s. 20.	- - -	- - 300 *l.* on company neglecting to keep such accounts; 7 Will. iv. and 1 Vict. c. l. sec. 7.	- - 300 *l.* on company neglecting or refusing to keep accounts; 7 Will. iv. and 1 Vict. c. lxxi. s. 82.	- - -
Refusal of Overseers of Parishes to inspect Accounts.	- - 50 *l.* each day after 10 days' demand in writing; 1 & 2 Vict. c. lix. s. 20.	- - -	- - 50 *l.* for every day during which such neglect or refusal shall continue; 7 Will. iv. and 1 Vict. c. l. s. 7.	- - 50 *l.* for each day such neglect or refusal shall continue; 7 Will. iv. and 1 Vict. c. lxxi. s. 82.	- - -
Injury and repair of Roads -	- - - - - - -	- - -	- - -	- - company subject to a penalty of 30 *l.* each day until turnpike road restored, within six months after commencement of operations; 7 Will. iv. and 1 Vict. c. lxxi. sec. 8.	- - -

PENALTIES—*continued.*

19. Great Western. 5 & 6 Will. IV. c. vii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern. (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties. (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
sec. 195.	sec. 157.	sec. 235.	sec. 163.	sec. 198.	sec. 252.	sec. 171.	sec. 221.
sec. 189.	sec. 151.	sec. 229.	sec. 158.	sec. 199.	sec. 255.	sec. 160.	sec. 223.
-- 5*l.* and not less than 10*s.*; sec. 201.	sec. 177.	sec. 243.	sec. 169.	-- 5*l.* and not less than 5*s.*; sec. 211.	-- 10*s.* and not less than 5*s.*; sec. 264.	-- 5*l.* and not less than 10*s.*; sec. 175.	sec. 233.
- - -	- - -	- - -	- - -	-- 40*s.* and costs; 1 & 2 Vict. c. lxxxi. sec. 57.	—	—	—
sec. 199.	sec. 175.	sec. 240.	sec. 167.	sec. 213. Two years' imprisonment; 1 & 2 Vict. c. lxxxi. sec. 46.	sec. 261.	sec. 173.	sec. 230.
sec. 203.	sec. 179.	sec. 242.	sec. 171.	sec. 212.	sec. 262.	sec. 177.	sec. 231.
-- 5*l.* and not less than 20*s.*; sec. 9.	-- 5*l.* and not less than 20*s.*; sec. 10.	-- 5*l.* and not less than 20*s.*; sec. 22.	-- 10*l.* and not less than 5*l.*; sec. 12.	-- 5*l.* nor less than 20*s.*; sec. 12.	- - -	sec. 10.	sec. 15.
- - -	-- 7 Will. IV. and 1 Vict. c. xciii. sec. 38.	- - -	-- 7 Will. IV. and 1 Vict. c. cii. sec. 48.	-- 1 & 2 Vict. c. lxxxi. sec. 54.	- - -	- - -	-- 300*l.* on company neglecting to keep separate accounts; sec. 257.
- - -	-- 7 Will. IV. and 1 Vict. c. xciii. sec. 38.	- - -	-- 7 Will. IV. and 1 Vict. c. cii. sec. 48.	-- 1 & 2 Vict. c. lxxxi. sec. 54.	- - -	- - -	-- 50*l.* for every day the company shall refuse such inspection; sec. 257.
-- company subject to 20*l.* each day if turnpike road not restored within six months after commencement of operations; 6 & 7 Will. IV. c. xxxviii. sec. 17; 7 Will. IV. & 1 Vict. c. xcii. sec. 29.	- - -	sec. 111.	sec. 102. 7 Will. IV. and 1 Vict. c. cii. sec. 37.	sec. 102.	-- company subject to a penalty of 30*l.* each day, if road not restored within the time prescribed; 7 Will. IV. and 1 Vict. c. xxiv. sec. 45.	-- 20*l.* each day road remains unrestored after time specified for its completion; sec. 72.	sec. 25.

XVIII.——Penalties—*continued.* - - - - -

	14. Grand Junction. 3 & 4 Will. IV. c. xxxiv.	15. Birmingham and London. 3 & 4 Will. IV. c. xxxvi.	16. Greenwich and London. 3 & 4 Will. IV. c. xlvi.	17. Southampton and London. 4 & 5 Will. IV. c. lxxxviii.	18. Croydon and London. 5 & 6 Will. IV. c. x.
Wharfs - - - - -	- - - - - - -	- - -	- - -	- - 2*s.* 6*d.* per ton on all goods not removed after 24 hours' notice; 7 Will. IV. & 1 Vict. c. lxxi. sec. 81.	- - -
Inspection of Engines - -	- - - - - - -	- - -	- - -	- - -	- - -
Security against Fire - -	- - - - - - -	- - -	- - -	- - -	- - -
Recovery of Penalties - -	- - Summarily by one or more justices; if not paid to be levied by distress, and if no effects three months' imprisonment; sec. 205.	- - summarily by two justices, &c.; sec. 209.	sec. 183.	sec. 192.	sec. 163.
Justices may proceed by Summons.	sec. 207.	sec. 210.	sec. 185.	sec. 193.	sec. 164.
Application of Penalties where not otherwise provided.	- - Half to the informer and half to the company; and if incurred by the company, half to the informer and half to the poor of the parish in which offence committed; sec. 205.	sec. 209.	sec. 183.	sec. 192.	sec. 163.
Persons aggrieved by Distress -	- - May recover damages; sec. 210	sec. 223.	sec. 188.	sec. 198.	sec. 177.
Damages and Gharges in addition to Penalties.	- - To be settled by one or more justices, and levied by distress; sec. 206.	- - to be settled by two or more justices, and levied by distress; sec. 207.	- - to be settled by some justice or justices of the peace, and levied by distress; sec. 184.	- - to be settled by two or more justices, and levied by distress; sec. 190.	sec. 161.
Witnesses, attendance of -	- - For refusing to attend and to be examined on oath, 5*l.*; sec. 202.	sec. 215.	sec. 180.	sec. 195.	10*l.*; sec. 169.
Power of General Meetings to impose and inflict reasonable Fines.	- - not exceeding 5*l.* for any offence; sec. 123.	sec. 154.	sec. 105.	sec. 100.	sec. 106.
Power of Directors - - -	- - - - - - -	- - -	- - directors to affix and appoint reasonable penalties, not exceeding 40*s.*, for non-observance or non-performance of rules and regulations; sec. 132.	—	—

PENALTIES—*continued.*

19. Great Western. 5 & 6 Will. IV. c. cvii.	20. South-eastern. (Dover and London.) 6 & 7 Will. IV. c. lxxv.	21. Northern and Eastern (Cambridge and London.) 6 & 7 Will. IV. c. ciii.	22. Great North of England. 6 & 7 Will. IV. c. cv.	23. Eastern Counties (Norwich and London.) 6 & 7 Will. IV. c. cvi.	24. Manchester and Leeds. 6 & 7 Will. IV. c. cxi.	25. The Commercial. (Blackwall and London.) 6 & 7 Will. IV. c. cxxiii.	26. Brighton and London. 7 Will. IV. & 1 Vict. c. cxix.
- - 7 Will. IV. and 1 Vict. c. xcii. sec. 45.	- - -	- - -	- - -	- - 2 *s.* 6 *d.* per ton on all goods not removed after 24 hours' notice; sec. 205.	- - -	sec. 138.	—
- - -	- - -	- - -	- - -	- - -	- - -	- - 5 *l.* for any impediment to the inspection of engines of the company by the inspector appointed by the Commissioners of Woods, &c.; sec. 164.	—
- - -	- - -	- - -	- - -	- - -	- - -	- - 10 *l.* each day for using engines without the additional security against fire; sec. 186.	—
sec. 206.	sec. 182.	sec. 247.	sec. 174.	sec. 236.	sec. 269.	sec. 180.	sec. 237.
sec 207.	sec. 183.	sec. 248.	sec. 175.	sec. 237.	sec. 270	sec. 181.	sec. 238.
sec. 206.	sec. 182.	sec. 247.	sec. 174.	sec. 236.	sec. 269.	sec. 180.	sec. 237.
sec. 221.	sec. 196.	sec. 260.	sec. 187.	sec. 239.	sec. 273.	sec. 195.	sec. 241.
sec. 204.	sec. 180.	sec. 245.	sec. 172.	sec. 234.	sec. 267.	sec. 178.	sec. 235.
sec. 212.	sec. 188.	5*l.*; sec. 253.	10*l.*; sec. 180.	sec. 230.	sec. 278.	sec. 187.	5*l.*; sec. 246.
sec. 144.	sec. 106.	sec. 173.	sec. 112.	sec. 155.	sec. 222.	sec. 115.	sec. 191.
—	—	—	—	—	—	—	—

Appendix, No. 32.

LETTER from *W. Cubitt*, Esq., to the SELECT COMMITTEE on RAILWAY COMMUNICATION.

Appendix, No. 32.

Explanation of Plans by W. Cubitt, Esq.

6, Great George-street, Westminster,
28 June 1839.

My Lords and Gentlemen,

ADVERTING to the evidence which I had the honour of stating to the Committee on Friday the 14th instant, and with reference to the promise then given that I would be ready by this day with approximate sections and estimates of the lines I then suggested to an additional terminus for the South Eastern (Dover) and Brighton lines, near the Elephant and Castle, in addition to the City terminus of the Croydon and Greenwich Railways near London-bridge; I now beg to submit to the Committee the accompanying drawings, numbered 1, 2 and 3, explanatory of this subject.

No. 1. Is a portion of a map of the environs of London illustrative of my report and evidence on the subject, as put in and given on the 14th instant.

No 2. Is a plan and a section of a line of railway from the South Eastern and Brighton lines at Croydon to a terminus behind the Elephant and Castle, at Newington, in the angle formed by the Brixton and Walworth roads.

No. 3. Is a plan and section of a branch line from the Dartmouth Arms station, on the Croydon Railway, to a terminus near the Elephant and Castle also, but in the angle formed by the Walworth and the New Kent roads.

The principal features of both these lines as to length, gradients, cuttings, embankments, &c., will be seen on the plans and sections, but may briefly be described as follows:

I. The South Eastern and Brighton extension (or "Norwood line") to the Elephant and Castle, *see* plan and section (drawing No. 2.)

Length of Line—8½ miles.

Gradients—1 in 294 or 18 feet per mile, descending from Croydon to the Half Moon Inn, near the entrance to Brockley-hall, a distance of 5 miles 49 chains, and 1 in 264 or 20 feet per mile, descending from thence for a distance of 2 miles 56 chains, from whence it rises to the terminus slightly for 15 chains, for the convenience of bringing up and starting trains.

Tunnel—1,232 yards long.

Arching—836 yards near the terminus.

Excavation—1,688,522 cube yards.

Estimate—Of total probable cost, 473,829 *l.*

II. The Dartmouth Arms branch (or "Peckham line") to the Elephant and Castle (*see* plan and section, drawing No. 3.)

Length of Line—4 miles 54 chains.

Gradients—1 in 125 or 42½ feet per mile, from the Dartmouth Arms, descending to near the high road at Peckham, a distance of 3 miles 2 chains, and thence level to the terminus for 1 mile 52 chains.

Archings—3,322 yards from Chard's terrace, Peckham, to the terminus.

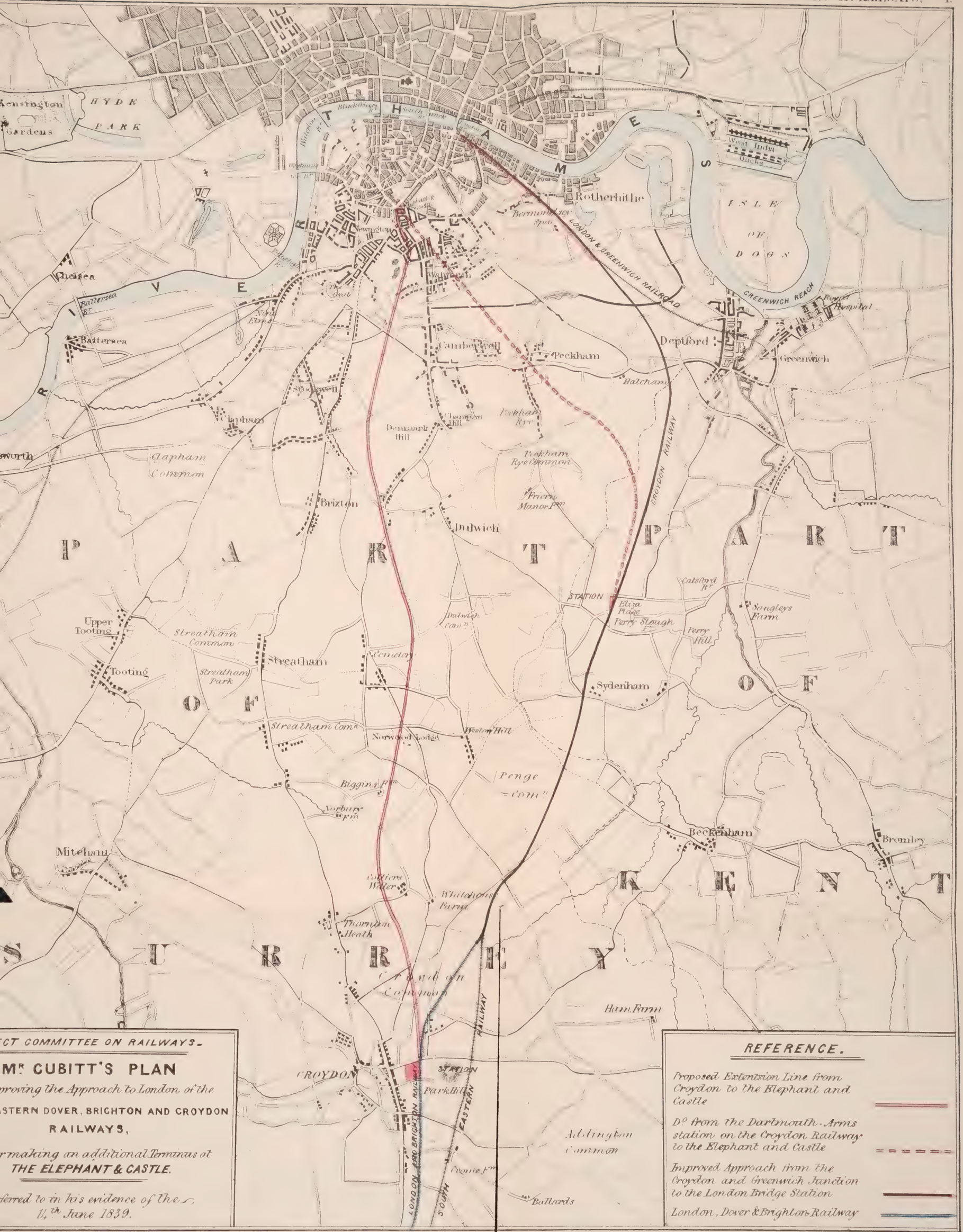
Excavation—653,630 cube yards.

Estimate—Of the total probable cost, 373,080 *l.*

Trusting the above will afford the required information, and with a wish to hand any further explanation that may be deemed necessary,

I have, &c.

(signed) *W. Cubitt.*



CT COMMITTEE ON RAILWAYS.

Mr CUBITT'S PLAN

proving the Approach to London of the

STERN DOVER, BRIGHTON AND CROYDON RAILWAYS,

rmaking an additional Terminus at

THE ELEPHANT & CASTLE.

ferred to in his evidence of the 14th June 1839.

REFERENCE.

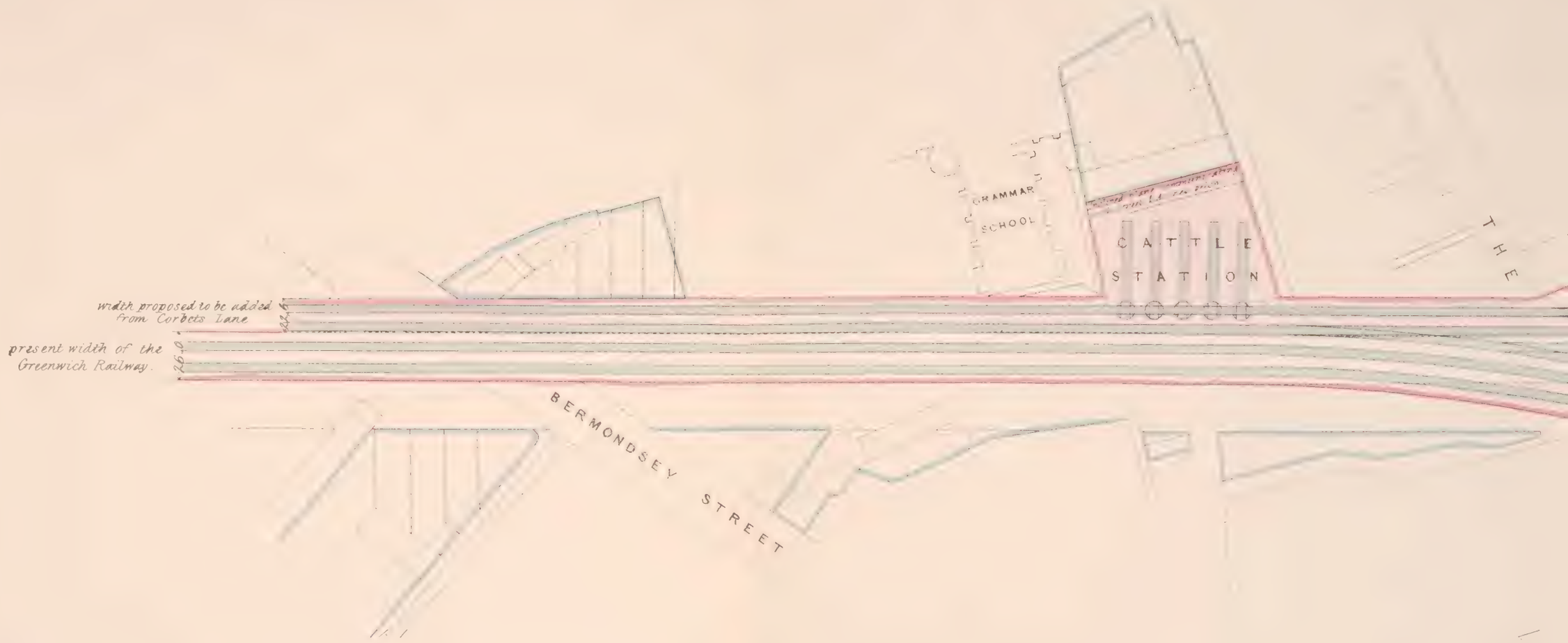
Proposed Extention Line from Croydon to the Elephant and Castle

Do from the Dartmouth-Arms station on the Croydon Railway to the Elephant and Castle

Improved Approach from the Croydon and Greenwich Junction to the London Bridge Station

London, Dover & Brighton Railway

Ordered by the House of Commons to be Printed, 9 Aug. 1839.
James & Luke G. Hansard & Sons Printers.



Note. The parts tinted Blue, represent property belonging to the Greenwich Railway Company.

do .... Yellow, ... do ..... do ..... Croydon ..... do .....

do ..... Green, ... do ..... do ..... Governors of St Thomas's Hospital.

..... do ..... Blue and marked thus* are proposed to be exchanged for the parts tinted Green.

There will be about 30,200 superficial feet under the Station between Dean Street and Joiner's Street.
applicable for Spare Carriages, Warehouses, Offices, &c.

Scale 2 Chains to One Inch.

All the Arching is erected for the above Plan, except that part tinted a light red.

No. 1.

PLAN

of the Station *at*

LONDON BRIDGE,

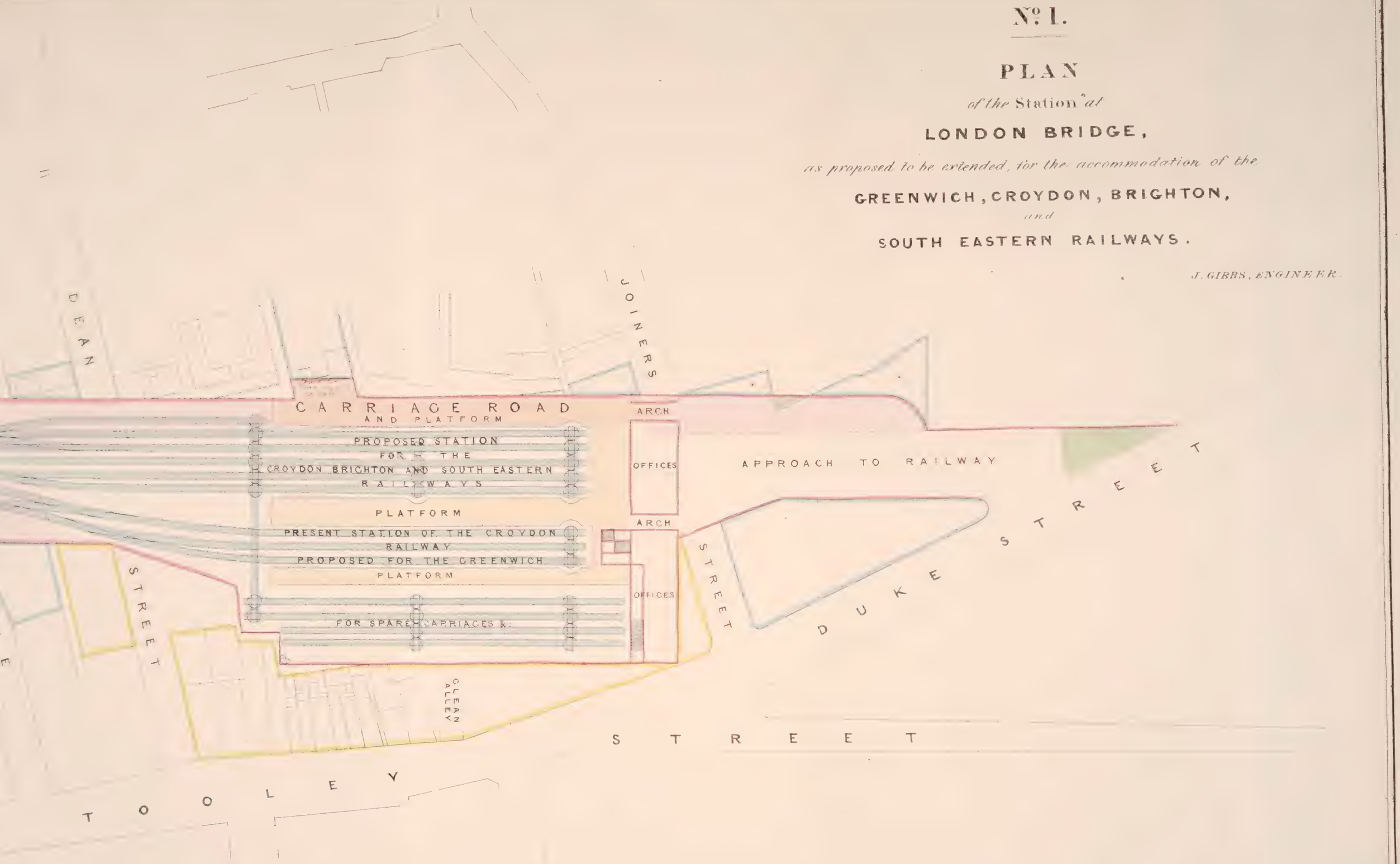
as proposed to be extended, for the accommodation of the

GREENWICH, CROYDON, BRIGHTON,

and

SOUTH EASTERN RAILWAYS.

J. GIBBS, ENGINEER.



517 Ordered by the House of Commons to be Printed 9th August 1839.

Day & Haghe, Lith.rs to the Queen

James Luke & Luke J. Hansard & Sons, Printers.

Note. The parts tinted Blue, represent property belonging to the Greenwich Railway Company.

.... do. Yellow, do. .... do. .... Croydon . do. ..

..... do. ..... Green, ... do, ... do. ..... Governors of St. Thomas's Hospital.

... .. do, ... Blue, and marked thus * are proposed to be exchanged for the parts tinted Green.

There will be about 52,000 superficial feet under the Station between Dean Street & Joiner's Street, applicable for Spare Carriages, Warehouses, Offices, &c.

Scale, 2 Chains to an Inch.

All the Arching is erected for the above Plan, except the parts tinted a light red.

No. 2.

PLAN

of the Station *at*

LONDON BRIDGE,

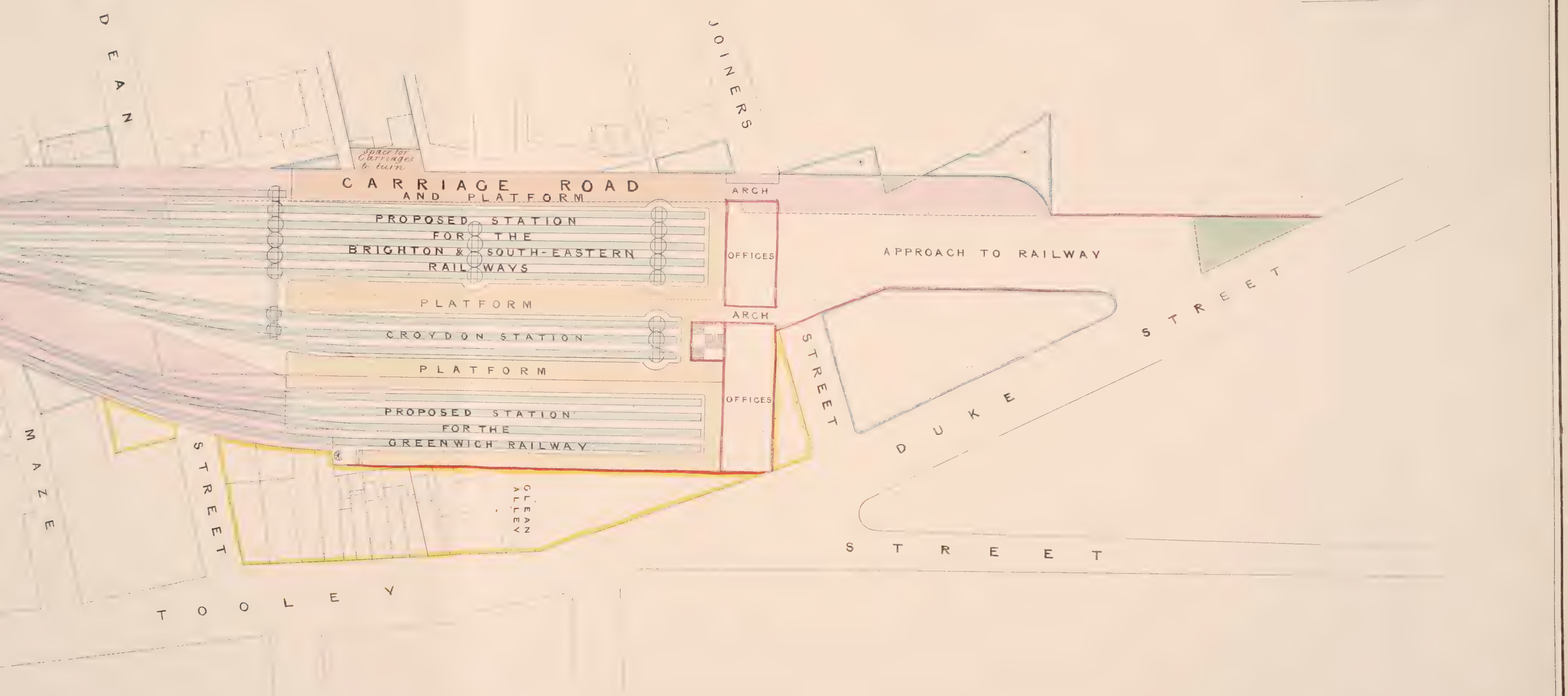
as proposed to be extended, for the accommodation of the

GREENWICH, CROYDON, BRIGHTON,

and

SOUTH EASTERN RAILWAYS.

J. GIBBS, ENGINEER.



517 Ordered by the House of Commons to Printed, 9th August 1839

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1. *General Supervision thereof:*

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1. *Capital.*
2. *Separation of the Terminus from that of the Birmingham Line.*
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1. *Capital, Shares, and Income.*
2. *Present Arrangements for making it the Terminus of four Lines; whether dangerous or not.*
3. *Alterations proposed.*
4. *Miscellaneous.*
5. *Papers laid before the Committee.*

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2. *Estimate and Cost thereof on particular Lines:*

Brighton Railway:—The purchase of land will exceed the estimate very little; case of Mr. Kemp, *Harman & Wood* 1856–1861——As much opposition was offered by persons who wished a line to pass through their land as by those who did not wish it, *Harman & Wood* 1990.

Clarence:—The verdicts of juries generally gave a larger amount than the price offered, which carried costs against the company, *Smith & Child* 5468, 5469.

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LAND—continued.

2. *Estimate and Cost thereof on particular Lines*—continued.

Croydon:—High prices given for land in certain cases, *Moxon & Young* 1447, 1448——Proprietors of land and houses have asked exorbitant prices, *Moxon & Young* 1555–1561.

Eastern Counties:—The land from London to Colchester is secured; great excess of cost over the estimate, *Bosanquet & Hall* 2171–2194——As yet the land is only purchased for half the distance; mode of paying for it, *Bosanquet & Hall* 2195–2203——The price of land between Colchester and Great Yarmouth will be much less; the outskirts of Norwich are not interfered with, *Bosanquet & Hall* 2204–2209——One landowner was paid in shares, *Bosanquet & Hall* 2254——A jury in almost all cases gave landowners less than the company offered, *Bosanquet & Hall* 2255–2259.

Great Western:—Arrangements made with proprietors for temporary occupation of land, *Sims & Saunders* 863–866——The price of land was 70 per cent. over the estimates of country surveyors, *Sims & Saunders* 882, 883.

Leeds and Selby:—More land was taken than was at first intended, and had risen in value, *Gott & Clarke* 3939–3941.

Manchester and Bolton:—Excess in the value of land over the estimate; a jury assessed the value higher in two instances, *Ritson* 4206–4211.

Newcastle and Carlisle:—The estimate of the cost of land was exceeded chiefly near the towns; a jury in one case gave a little more than was offered, *Plummer & Adamson* 3751–3755.

North Union:—Estimate and cost of land; the verdicts of juries were as near the offers as possible, *Rathbone, &c.* 4847–4851.

South Eastern Railway:—Estimated cost of land per acre, and price actually given, *Tyndale & Yates* 2059, 2060——In all cases the verdicts of juries came nearer the offer than the demand; case of the "Mulberry Tree" at Dover, *Tyndale & Yates* 2061–2063.

Southampton:—Excess of cost over the estimate, *Reed* 1114–1121——The company paid too much for the land, in some cases, to prevent opposition to the Bill, *Reed* 1234–1240.——*See* also *Estimates.*

Landman, Colonel. (Analysis of his Evidence.) See *Tyndale, Harman, Shadbolt, Moxon, Gibbs, and Landman*, (Analysis of their Evidence.)

Larpent, G. G. de H. Letter from, to the Right Hon. T. F. Lewis, as to the amount of remuneration to be paid by the postmaster-general to the London and Birmingham Railway Company for conveyance of mails, &c., *Rep.* ii. *App. p.* 343.

Laurence, Charles, & Henry Booth. (Analysis of their Evidence.)—Chairman and treasurer of the Manchester and Liverpool Railway Company, 625, 626——Their acts enumerated, 627–632——Amount to be raised by shares and loans under each Act; total capital empowered to be raised, 633–680——The dividend is 9 ½ per cent., 683——There is a restriction, that after dividing 10 per cent., deductions are to be made from the tolls, 683——Variations in the fares since the opening of the railway; every additional 6*d.* checks travelling, 688–701——There is no bye-law imposing penalties on others than the servants of the company, except one against smoking, 702, 703——They have not endeavoured to limit their responsibility as carriers, 704–706——The tickets are collected from the passengers at the beginning of the journey; this may sometimes lead to fraud, 707–710.

The fencing is different according to the nature of the ground; on embankments mounds are used, which are a better protection than stone walls, 711–717——A Royal Commission might have prevented improper railway speculations, 718–720——It was not known what the expense of the Liverpool and Manchester would be, 721——A commission would protect the public now, 722——Unequal weight of the rails; the whole line has been relaid; the experiment has been tried for the whole country, 723–727——The commission should investigate the best line both for engineering and commercial advantages; persons would subscribe as willingly as if they had chosen the line themselves, 728–737.

The line first proposed from Manchester to Liverpool was the best, but the landowners forced the company to adopt the present line, 738–746——The Grand Junction line could not be improved; there are difficulties in the way of carrying it to Liverpool, 747–752——A Royal Commission ought to have informed the subscribers of the whole expense, 753–756——The directors have a strong interest in executing the works well and cheaply, but may not wish the cost to appear great before the work is undertaken, 757–765——A commission should only have to determine the preference to be given to competing lines, 766–773——No inconvenience has arisen from the Grand Junction carriages running on the Liverpool line, 774, 775——There would be inconvenience if persons used locomotive power beyond a certain extent; a train from Bolton, and a coal

trade,

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Laurence, Charles, & Henry Booth. (Analysis of their Evidence)—*continued.*

trade, use the line, 776——Their times of starting are regulated, but not the speed, 777——The railway is not repaired by contract, 778——The Grand Junction Company use the offices and stations of the Liverpool Company, but have their own clerks, 779——Contract with the Post-office for the conveyance of the guard and mail bags, 780–787.

A toll is fixed upon passengers by the Act, but no particular charge for carrying them, 788——The company are carriers between Liverpool and Manchester; Messrs. Pickford carried for a short time, 790–794——Charge for parcels, 795–797——The same law affects carriers on a railway as on roads, 798——They have power to make bye-laws with the sanction of two magistrates, but not so as to oppose the general law, 799–801——A regulation, limiting their liability for carriages and horses, would be of no avail, 802–804——They have paid for damage done to cotton by fire, 805——Liability for injuries to hay or corn-stacks near the railway; case of the Rev. James Hornby and the Grand Junction Railway, 806–811——The bye-laws should be considered by some competent authority before they become efficient, 812, 813——The bye-laws of different companies should be alike, 815, 816——The directors should have power to prevent engine-men from leaving their employment without due notice, 817–820——The magistrates should have power to punish them for misconduct; it would have more effect than bye-laws, 821–823.

Leeds and Selby Railway. Capital and loans, under Acts 11 Geo. 4, and 5 Will. 4, *Gott & Clarke* 3862–3869——Dividends declared; debt upon the undertaking; length of the line, *Gott & Clarke* 3874–3887——Railways in connexion with the line, *Gott & Clarke* 3980–3981——Letter from the superintendent, stating that there are no bye-laws imposing penalties on others than servants of the company, *Rep.* i. *App. p.* 83——Return showing the number of passengers carried, of the miles travelled, of the money received, including parcels, carriages, horses, &c.; of the average receipt of each passenger, deducting amount received for parcels, carriages, &c.; and of the average fare per mile for each passenger for each month, from the period of the opening of the railway, *Rep.* ii. *App. p.* 393.

See also *Accidents. Carriers. Estimates. Fares. Rails. Servants of Railway Companies.*

Legal Proceedings. *See* Table XVII. in *Rep.* ii. *App.* No. 31.

Legh, G. Cornwall. Letter from, to James Loch, M.P., on the danger from sparks or cinders issuing from locomotive engines, *Rep.* ii. *App.* 409.

Leicester and Swannington Railway. Letter from the chairman of directors, stating that there are no bye-laws, *Rep.* i. *App. p.* 83——Return showing the number of passengers carried, of the miles travelled, of the money received, including parcels, carriages, horses, &c.; of the average receipt of each passenger, deducting amount received for parcels, carriages, &c.; and of the average fare per mile of each passenger for each month, from the 1st January 1838, *Rep.* ii. *App.* 393.

Leigh and Bolton Railway. See *Bolton and Leigh Railway.*

Leith Railway. See *Edinburgh, Leith, and Newhaven Railway.*

Lewis, Right Hon. *T. F.* Award of, in the matter referred to him by Lieut. Harness and Mr. G. G. de H. Larpent, as to amount of remuneration to be paid by the Postmaster-general to the Birmingham Railway Company, for conveyance of mails, &c., *Rep.* ii. *App. p.* 347.

Liability of Railway Companies as Carriers:

1. *Generally.*
2. *Limitations of Liability.*

1. *Generally:*

Railroad companies are liable to the same Acts of Parliament as common carriers, *Glyn & Creed* 104–107——The same law affects carriers on railways as on roads, *Laurence & Booth* 798——There may be accidents in railway travelling not attributable to any negligence; such cases should be decided by a jury, *Moorsom* 3073–3087.

Great Western:—The liability of the company is the same as that of other carriers, *Sims & Saunders,* 902.

Leeds and Selby:—*Gott & Clarke* 3942–3948.

Manchester and Liverpool:—*Rathbone, &c.* 4942, 4943.

Newcastle and Carlisle:—*Plummer and Adamson* 3787–3789.

Stockton and Darlington:—*Pease & Barnard* 4430–4435.

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Liability of Railway Companies as Carriers—continued.

2. *Limitations of Liability:*

London and Birmingham:—The company have never refused to pay for injury done to carriages, *Glynn & Creed* 142–144.——The regulation requiring the signature of parties ought never to have existed, *Baxendale* 2389.

Grand Junction:—The liability of the company is the same as that of carriers; the regulation requiring the signature of a party would be inoperative, *Moss* 434–449.

Great Western:—The company might limit their liability for damage done to carriages, but it is their interest to take them, *Sims & Saunders* 920–923.

Manchester and Liverpool:—The company have not endeavoured to limit their liability as carriers, *Laurence & Booth* 704–706——A regulation limiting their liability for carriages and horses would be of no avail, *Laurence & Booth* 802–804——The regulation is a dead letter, *Rathbone, Earle, & Chapman* 4944.

Southampton:—The company have no regulations limiting their liability for carriages or horses; they are liable as other carriers, *Reed* 1288–1294. 1325.

See also *Horses. Luggage.*

Limerick and Carrick Railway. See Column 11 of Tables in *Rep.* ii. *App.* No. 31.

Liverpool and London. Carriages and horses have always been carried on the same trucks from Liverpool to London, *Baxendale* 5709–5712.

Locomotive Engines:

I. *Cost thereof.*

II. *Construction thereof.*

1. Generally.

2. On particular Railways.

I. *Cost thereof.*

London and Birmingham Railway:—Progressive increase in the cost of locomotive engines, in consequence of the great demand; price in different years; limited supply, *Glyn & Creed* 282–286, 290–293.

Croydon:—Great increase in the cost of engines, *Moxon & Young* 1452–1454.

Great Western:—The cost has been more than was anticipated, *Sims & Saunders* 854.

Manchester and Bolton:—Cost, *Ritson* 4227.

Manchester and Liverpool:—Price thereof, at the opening of the railway and now, *Bury* 5022–5024. 5033.

Newcastle and Carlisle:—Cost thereof with tenders; number on the line, *Plummer & Adamson* 3836, 3837.

II. *Construction thereof.*

1. Generally:

Great variance of opinion concerning the superiority of four and six wheels, *Moss* 417, 418——Superiority of six wheels over four, *Grainger* 3425–3431——Most of the engines on foreign railways are made in England; nearly all of them have six wheels, *Stephenson* 4792, 4793——Six wheels enable the engine to be of greater power, without injuring the road, *Rathbone, &c.* 5005–5007——Bury's engines are not more apt to get off the rails than others, *Gott & Clarke* 3896-3992——The four-wheeled engine is less likely to get off the rails; the hold of a six-wheeled engine is less on a straight line, *Bury* 5030–5032.

2. On particular Railways:

London and Birmingham:—Difference between the engines used on that and other lines, *Bury* 5014–5020——The weight; the luggage engine is heavier, with larger wheels, *Bury* 5025–5029——Differences between Messrs. Stephenson & Bury, as to the construction of engines, *Glyn & Creed* 287–289——The passenger engines are 30, and the luggage engines 40 horse power, *Bury* 5176.

Great Western:—The company are increasing the power of their engines, *Saunders* 5814–5819——They all have six wheels, and weigh from 15 to 19 tons; weight of the North Star; length of stroke, *Saunders* 5867–5871.

Manchester and Bolton:—Weight of engines; they have four wheels, *Ritson* 4124, 4125.

Newcastle and Carlisle:—The four-wheeled engines are best for passengers; the six-wheeled for goods, being heavier, *Plummer & Adamson* 3778–3781——The four-wheeled engines have not got off the rails; the speed is slackened at curves, *Plummer & Adamson* 3784–3786.

See also *Assistant Engines. Fire. Harrison's Engines.*

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Locomotive Power:

I. *Practical Monopoly of Companies in the supply of Locomotive Power on their own Lines.*

II. *How far Competition could be carried on without Danger:*

1. Generally:
2. On particular Lines:

III. *Charge for Locomotive Power; whether limited.*

IV. *Expense of Locomotive Power.*

I. *Practical Monopoly of Companies in the supply of Locomotive Power on their own Lines:*

It was not the intention of Parliament to give a monopoly to railway companies, but practically other parties cannot compete with them, *Rep.* ii. *p.* vi.——Examination as to the power of separate companies to run upon each other's lines; use of stations, water, &c., *Gott & Clarke* 3982–3993.

London and Birmingham:—The power of supplying locomotive power should be confined to the company; if they demanded the maximum toll, others could not make a profit, *Glyn & Creed* 111–114——They could not use the stations, servants, &c. of the company, unless arrangements were made, *Glyn & Creed* 115–124——The company have power to prevent parties from competing on the whole line, who might however come on to the line by making arrangements with landowners, *Glyn & Creed* 125–128.

Grand Junction:—The Act ought to compel the company to find locomotive power, and to permit no other persons to do it, *Moss* 391, 392——Practically no one can use the railway without the consent of the company, who might make arrangements so as to retain their control, *Moss* 407–410.

Great Western:—No persons but the company have attempted to run carriages, *Sims & Saunders* 899——There is now practically a monopoly in the company, but it might be overcome, *Sims & Saunders* 927–930.

Southampton Railway:—There are difficulties enough to prevent persons from putting carriages on the railway, *Reed* 1318, 1319.

II. *How far Competition could be carried on without Danger:*

1. Generally:

How far the trains of communicating lines may, with safety, be permitted to pass over the same line of rails, *Rep.* ii. *p.* ix.——It is necessary that every railway should be under one management; but it is important that private companies should be so controlled as to secure the public from abuses, *Rep.* ii. *p.* vii. xiii.——If different parties ran rival engines there would be danger, but not if done in union; it is more economical for one company to furnish the whole locomotive power, *Rathbone, Earle, & Chapman* 4935–4940——There will be no difficulty in the engines running upon other lines of railway, subject to the regulations of each company, *Ritson* 4345–4353.

Objections to the engines of two companies running upon one line of railway, *Stephenson* 4705–4708——For short distances the locomotives of two companies may run without risk upon one line, *Stephenson* 4716–4723——On long lines the engines are distant from places of repair; the engine-men are not so well acquainted with the road, *Stephenson* 4726–4732——The objection to different companies running upon one line is less upon short railways; five parties run upon the Manchester and Liverpool, *Bury* 5140——Arrangements necessary in case of tributary trains passing on to a line, *Rathbone, &c.* 4992–5001——Two companies could not work with safety upon one line; all accidents have arisen from irregularity, which could not then be prevented, *Bury* 5084–5092.

2. On particular Lines:

London and Birmingham:—The safety of the passengers cannot be insured unless the company have the entire control over the departure of trains; any rivalry would be prejudicial, *Glyn & Creed* 129–141——There would be great difficulty and risk in permitting other companies to run their engines on the line, or for the Post-office to do so, *Baxendale* 2623–2632——There will be no difficulty in the Birmingham and Derby and Midland Counties Railways running their engines on the Birmingham line, *Moorsom* 3135–3141.

Clarence Railway:—No locomotive engine of the Clarence Railway has been allowed to run upon the Stockton and Darlington line, *Smith & Child* 5306–5310——Regulations for the conducting of engines by private parties on the line, *Smith & Child* 5325–5336. 5374. 5384.

Grand Junction:—The greatest inconvenience would arise from allowing other persons to furnish locomotive power, *Moss* 382–384——Inconvenience has arisen from running on the Manchester and Liverpool line, although there is a good understanding

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Locomotive Power—continued.

II. *How far Competition could be carried on without Danger*—continued.

between the directors, *Moss* 385–390——No inconvenience has arisen from the Grand Junction carriages running on the Liverpool line, *Laurence* 774, 775.

Great Western:—Two companies could not run with safety, *Sims & Saunders* 924–926, *Baxendale* 2638——The danger of two companies running on one line was one of the inducements to alter the terminus of the Great Western at a great expense, *Sims & Saunders* 931–933——The junction could have been managed without danger, *Stephenson* 4700–4702.

Manchester and Liverpool:—There would be inconvenience if persons used locomotive power beyond a certain extent; a train from Bolton, and a coal trade use the line; their times of starting are regulated, but not the speed, *Laurence & Booth* 776, 777.

Southampton:—It would be inconvenient and unsafe to have trains running under separate management, *Reed* 1320.

Stockton and Darlington:—It would not be possible to manage the railway if two companies used engines; public safety requires that the company should have entire control, *Pease & Barnard* 4400–4404.

III. *Charge for Locomotive Power; whether limited:*

The charge for locomotive power is not limited, but must be reasonable:—

London and Birmingham:—*Glyn & Creed* 200–208.

Manchester and Bolton:—*Ritson* 4128–4133.

Manchester and Liverpool:—*Laurence & Booth* 788.

Newcastle and Carlisle:—*Plummer & Adamson* 3842–3845.

Southampton Railway:—*Reed* 1315–1318.

IV. *Expense of Locomotive Power:*

Locomotive expenses for half a year on the London and Birmingham, Grand Junction, and Liverpool and Manchester Railways; a contractor is likely to do the work more economically, *Bury* 5075–5082——Number of engines for passengers and goods; the wear and tear on short lines is greater, and more engines are necessary, *Moorsom* 3156–3165.

See also *Brandling Junction Railway. Brighton Railway. Croydon and London Railway. Great Western Railway. Greenwich Railway. Midland Counties Railway. North Union Railway. Northern and Eastern Railway. Sidings. South Eastern and Brighton Lines. Terminus of Railways. York and North Midland Railway.*

London and Birmingham Railway. See *Birmingham and London Railway.*

London and Brighton Railway. See *Brighton and London Railway.*

London and Croydon Railway. See *Croydon and London Railway.*

London and Dover Railway. See *South Eastern Railway.*

London Parcels Delivery Company. Communication between Mr. Creed, the secretary of the London and Birmingham Railway, and Mr. Collinson, on behalf of the London Parcels Delivery Company, *Baxendale* 2462–2464.

Luggage:

1. *Regulations on the London and Birmingham Railway.*
2. *Responsibility of Companies.*

1. *Regulations on the London and Birmingham Railway:*

The passengers are not separated from their luggage as they were formerly, *Baxendale* 2383–2388——Regulations as to the booking of luggage, *Baxendale* 2559–2585——If the company are to be responsible for loss, the luggage should be paid for; articles of value should be specially entered, *Moorsom* 3066, 3067——If the servants of the company take the luggage completely away from the passengers, they should be more responsible for its loss, *Moss* 2988–2997——It is necessary that officers should take possession of luggage, to avoid delay, *Moorsom* 3049–3053. 3068——Present practice respecting luggage, *Moss* 2977–2983. 3002–3006; *Moorsom* 3106–3108——Advantage of attaching labels to the luggage; difficulty arising from want of time, *Moorsom* 3218–3220——Weight allowed, *Bury* 5210, 5211.

2. *Responsibility of Companies:*

Birmingham and London:—The company are continually paying for loss of luggage, *Glyn & Creed* 165–168——The company would pay for the luggage of passengers in their charge; it is frequently separated from the passengers, *Baxendale*, 2540–2554——It has not often been lost, but has sometimes been mislaid, *Moorsom* 3109.

Greenwich:—The company consider themselves responsible for luggage, *Shadbolt & Akerman* 1812–1815.

See also *Liability of Railway Companies as Carriers. Moss. Pym.*

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Lyons and Marseilles Railway. Exposé des Motifs et Projet de Loi, relatif au chemin de fer de Lyon à Marseille, présentés par M. le Ministre des Travaux Publics, de l'Agriculture, et du Commerce, *Rep.* ii. *App. p.* 311——Rapport fait au nom de la commission chargée d'examiner le projet de loi relatif au chemin de fer de Lyon à Marseille, par M. Dufaure, Deputé de la Charente Inférieure, *Rep.* ii. *App. p.* 328.

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Mail Trains:

London and Birmingham:—The mail train never stops to deliver the bags, *Bury* 5066, 5067——Arrangements will soon be made to dispatch carriages separate from the mail train, *Bury* 5068–5074——Returns of the hours of departure and arrival of the morning and evening mails from London to Birmingham, Birmingham to Warrington, Warrington to Preston; also from Preston to Warrington, Warrington to Birmingham, and Birmingham to London, fixed by the Postmaster-general; and the hours at which they did actually arrive and depart each day, as exhibited by the time-bills, since the opening of the North Union Railway, &c., *Rep.* ii. *App. p.* 358.

See also *Conveyance of Mails. Post-Office.*

Manchester and Leeds Railway:—See Column 24 of Tables in *Rep.* ii. *App.* No. 31.

Manchester and Liverpool Railway:—Amount to be raised by shares and loans under each Act; total capital empowered to be raised, *Laurence & Booth* 633–680——The dividend is 9 ½ per cent.; there is a restriction that, after dividing 10 per cent., deductions are to be made from the tolls, *Laurence & Booth* 683——It was not known what the expense of the railway would be; the line first proposed was the best, but the landowners forced the company to adopt another, *Laurence & Booth* 721. 738–746.

Letter from the treasurer, inclosing a bye-law for the prevention of smoking, being the only one imposing penalties upon others than servants of the company, *Rep.* i. *App. p.* 84——Return, showing the number of passengers carried; of the miles travelled; of the money received, including parcels, carriages, horses, &c.; of the average receipt of each passenger, deducting amount received for parcels, carriages, &c.; and of the average fare per mile of each passenger, for each month from 1st January 1838, *Rep.* ii. *App. p.* 394.

See also *Bye-Laws. Carriers. Fares. Liability of Railway Companies as Carriers. Locomotive Engines. Locomotive Power. Parcels. Post-Office. Rails. Repairs.* And Column 1 of Tables in *Rep.* ii. *App.* No. 31.

Manchester and Oldham Railway:—See Column 2 of Tables in *Rep.* ii. *App.* No. 31.

Manchester, Bolton and Bury Canal and Railway;

1. *Generally.*
2. *Papers laid before the Committee.*

1. *Generally:*

The traffic on the canal has increased since the opening of the railway, which, however, has not been the cause of the increase, *Ritson* 4271–4290——Relative cost of carriage on the railway and canal, *Ritson* 4291–4307——Capital and loans under their several Acts, *Ritson* 4079–4111——Dividends declared, *Ritson* 4354–4358——The railway will be connected with the Bolton and Preston and Liverpool and Manchester Extension lines, *Ritson* 4217–4224——Description of an accident some time since; its supposed cause; injury done; reward offered, *Ritson* 4320–4338.

2. *Papers laid before the Committee:*

Letter from treasurer, stating that there are no bye-laws imposing penalties on others than servants of company, *Rep.* i. *App. p.* 87.

Copy of the contract entered into by Her Majesty's Postmaster-general and the Manchester and Bolton Railway Company, for the conveyance of the mail; with an account, showing in how far the terms of such contract exceed, or otherwise, the cost of conveying the mail by mail-coaches, *Rep.* ii. *App. p.* 378——Return, showing the number of passengers carried; of the miles travelled; of the money received, including parcels, carriages, horses, &c.; of the average receipt of each passenger, deducting amount received for parcels, carriages, &c.; and of the average fare per mile of each passenger, for each month from 1st January 1838, *Rep.* ii. *App. p.* 395.

See also *Estimates. Fares. Locomotive Engines. Locomotive Power,* &c.

Marseilles Railway. See *Lyons and Marseilles Railway.*

Meetings. See Analytical Table VI. of Railway Acts in *Rep.* ii. *App.* No. 31.

Merstham. The passengers by different railways will probably go there in one train, *Tyndale, Harman, &c.* 2769, 2770.

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Midland Counties Railway. Their carriages will be attached to the Birmingham trains at Rugby, *Stephenson* 4710——The trains will arrive in time to join the London and Birmingham trains, *Bury* 5107, 5108 ——The third-class carriages have no seats, *Rathbone, &c.* 4924.

Mileage Duty. See *Stage-coach Duty.*

Monkland and Kirkintilloch Railway. Rules, bye-laws and regulations, and penalties for non-observance, *Rep.* i. *App. p.* 112——Return, showing the number of passengers carried; of the miles travelled; of the money received, including parcels, carriages, horses, &c.; of the average receipt of each passenger, deducting amount received for parcels, carriages, &c.; and of the average fare per mile of each passenger, for each month from 1st January 1838, *Rep.* ii. *App. p.* 396.

Moorsom, Captain *C. R.* (Analysis of his Evidence.)—Was secretary to the London and Birmingham Railway Company; is now a director, 3013–3015—Was instructed to tell Mr. Moss that carriers were not liable for money and jewellery 3016, 3017——Practice respecting luggage at the time Mr. Moss lost his portmanteau, 3018–3022——It is possible a person not a servant of the company may have worn their livery to get possession of luggage, 3023–3034——Advertisements were put forth offering a reward, 3035–3040——A complaint was made by Sir William Pym of the loss of his portmanteau, 3041–3043——He was offered compensation for articles for which the company were liable under the Carriers' Act, 3048.

It is necessary that officers should have power to take possession of luggage, to avoid delay, 3049–3053. 3068——If the company are to be responsible for loss, the luggage should be paid for, 3054–3065——Articles of value should be especially entered, 3066, 3067——Witness was not aware of the regulation as to injury done to carriages; it has been done away with; that as to horses remains, 3069–3072——There may be accidents in railway travelling not attributable to any negligence; such cases should be decided by a jury, 3073–3087.

[Second Examination.]—After the complaint of Mr. Carvick the clerks were directed not to detain bad money, 3101–3105——Present regulations as to luggage, 3106–3108 ——Luggage has not often been lost; it has sometimes been mislaid, 3109——Accidents between July 1837 and March 1839, 3110, 3111—They did not arise from the carelessness of engineers, 3112–3115——Arrangements necessary to ensure safety where two companies use the same line, 3116–3118——Intervals that should elapse between the starting of trains, 3119–3121——If the Grand Junction were to run upon the London and Birmingham Railway, the company of the latter should have control, 3122–3127.

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1. *Enforcement of Discipline generally:*

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T.

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2. *Effect of the present Tax upon particular Railways.*
3. *Effect of a Per-centage upon the Public Revenue.*
4. *Compositions of the present Tax.*

1. *Comparative Advantages of the present Tax on Passengers, and of a Per-centage on the Gross Receipts therefrom.*

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2. *Effect of the present Tax upon particular Railways*—continued.

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